

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NUMBER SPO600-99-B-5000	2. (X one) <input checked="checked" type="checkbox"/> a. SEALED BID <input type="checkbox"/> b. NEGOTIATED (RFP) <input type="checkbox"/> c. NEGOTIATED (RFQ)
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INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents [SF1449] and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (*including attachments*). The penalty for making false statments is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (<i>Complete mailing address, including Zip Code</i>) DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-PLB/SUITE 2941 8725 JOHN J. KINGMAN ROAD FT. BELVOIR, VA 22060-6222		REGION 5, PURCHASE PROGRAM 3.25 PHONE: (703) 767-9532 FAX: (703) 767-8506 BUYER/SYMBOL: LEONARD J. LAMM/DESC-PLB
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4. ITEMS TO BE PURCHASED (*Brief description*)
 ORDERING PERIOD: 01 MAY 1999 THROUGH 31 MAY 2001 (MULTIYEAR-TWO YEAR AND ONE MONTH PERIOD).

 GASOLINE 28,000 (USG), GASOHOL3,101,525 (USG), REFORMULATED GASOLINE 1,987,600 (USG), DISTILLATES 12,306,350 (USG) and RESIDUALS 654,500 (USG) FOR DELIVERY TO MILITARY ACTIVITIES AND FEDERAL CIVILIAN AGENCIES IN THE STATES OF ILLINOIS, IOWA, MICHIGAN, MINNESOTA AND WISCONSIN.

5. PROCUREMENT INFORMATION (<i>X and complete as applicable</i>)			
X	a. THIS PROCUREMENT IS UNRESTRICTED		
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (<i>See Section I of the Table of Contents in this solicitation for details of the set-aside.</i>)		
	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION
****IMPORTANT INFORMATION****

THE NOTES ON THIS DD1707 PROVIDE INFORMATION THAT WARRANT YOUR SPECIAL ATTENTION PRIOR TO PREPARATION OF YOUR BID.

NOTE: Our organization formerly called Defense Fuel Supply Center (DFSC) is now known as the Defense Energy Support Center (DESC)

7. POINT OF CONTACT FOR INFORMATION	
a. NAME (<i>Last, First, Middle Initial</i>) LAMM, LEONARD, J.	b. ADDRESS (<i>Including Zip Code</i>) Defense Energy Support Center, Attn: DESC-PLB 8725 John J. Kingman Road Ft. Belvoir, VA 22060-6222
c. TELEPHONE NUMBER (<i>Including Area Code and Extenstion</i>) (NO COLLECT CALLS) (703) 767-9532	

8. REASONS FOR NO RESPONSE (<i>X all that apply</i>)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> b. CANNOT MEET DELIVERY REQUIREMENTS
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	e. OTHER (<i>Specify</i>)		
9. MAILING LIST INFORMATION (<i>X one</i>)			
<input type="checkbox"/>	YES	<input type="checkbox"/> NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (<i>Including Zip Code</i>)	
C. ACTION OFFICER			
(1) Typed or Printed Name (<i>Last, First, Middle Initial</i>)		(2) Title	(3) Signature
			(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

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FROM

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AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-99-B-5000	
DATE (YYMMDD)	LOCAL TIME
990112	1:00 PM

TO ATTN: BID CUSTODIAN, RM 3729/DESC-IPA
Defense Energy Support Center
8725 J. Kingman Road, Suite 2941
Ft. Belvoir, VA 22060-6222

- A. **MASTER SOLICITATION:** This is a Master Solicitation containing the terms and conditions essential for bidding this and supplemental solicitations that may be issued for this program throughout the Ordering Period. Please retain this document for reference. See Clause L2.29 MASTER SOLICITATION.
- B. **BID OPENING:** The scheduled OPENING DATE for receipt of bid is 12 January 1999, 1:00 P.M. Local (Ft. Belvoir, Virginia) Time. FACSIMILE OFFERS ARE NOT PERMITTED. Submit all bids on the Price Data Sheets in the Offeror Submission. ALL BIDS MUST BE SIGNED.
- C. **ORDERING PERIOD:** The Ordering Period for contracts awarded under this solicitation is 01 May 1999 through 31 May 2001. Quantities stated are for 25 month requirements.
- D. **CONTRACT TYPE:** Contracts awarded as a result of this solicitation will be **“REQUIREMENTS-TYPE FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT”** contracts. Pay special attention to the following clauses: I84 & I86.03.
- E. This solicitation contains **Clause B19.19, ECONOMIC PRICE ADJUSTMENT**. Read this clause carefully and submit your bids on the Price Data Sheets in the Offeror Submission Package. The reference price publications to be used to escalate/de-escalate your prices have been selected by DESC and will change weekly based on changes in the publications, **NOT ON YOUR PRODUCT COSTS**. The weekly changes will be computed by subtracting the value of the publication on 26 October 1998 (Base Reference Date) from the publication value on the first date of the delivery week, and then adding (or subtracting) the difference to (or from) your bid price. Award will be made at the bid price received at bid opening. DESC will be responsible for changes in the publication from 26 October 1998 and will adjust your contract prices from the award date.
- F. **AMENDMENTS:** Bidders must acknowledge receipt of any and all amendments to this solicitation by signing and returning the amendment with the Bid.
- G. **BID SUBMISSION:** Submit as your bid an original plus one (1) copy of the Offeror Submission Package, Price Data Sheets, and any other applicable forms. **Be sure to sign the Price Data Sheet and Block 30 of the Standard Form 1449. Failure to do so may render your bid nonresponsive.**
- H. **COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING:** Please insert your Cage Code in Block 17a of Standard Form 1449, in the space marked “Facility Code.” If you have a current Government contract and do not know what your Cage Code is, please contact Ms. Dorothy Gheen at (703) 767-9550. If you have not been assigned a Cage Code, insert the word “None” in the block.
- I. **TAXES:** Reference Clauses I28.01, I28.02-2, and I28.03-2.
1. The offeror is responsible for knowing the applicable taxes to include in the offered price.
 2. THE FEDERAL SUPERFUND TAX, if applicable at time of bidding, should be included in your bid price. Also, any state or local environmental, pollution, cleanup, or inspection fees should be included in your bid price. These charges will not be paid by the Government separately from the bid/award price.
 3. **DO NOT INCLUDE:** Federal Excise Tax (FET) or the Leaking Underground Storage Tank Trust Fund Tax (LUSTT) in your bid price. These taxes will be billed (if applicable) by the contractor as separate items on each invoice.

4. **DO INCLUDE** The “Oil Spill Liability Trust Fund Tax” (per gallon) in your offered price.
5. **DO INCLUDE** The “Illinois Leaking Underground Fuel Storage Tank” Tax and Environmental Impact Fee in your offered price.
6. **DO NOT INCLUDE** The “Iowa Environmental Petroleum Clean-up Tax” in your offered price. Contractor’s will not be charged this fee as long as the fuel is picked up at the refinery terminal rack and delivered directly into a tank owned by the Government.
7. **DO INCLUDE** The Michigan “Underground Storage Tank Fee” in your offered price.
8. **DO NOT INCLUDE** “The “Minnesota Cleanup Fee” in your offered price. DESC will be responsible for adding the fee to your award price, since the fee is discontinued and reinstated periodically by the State of Minnesota.
9. **DO NOT INCLUDE** The “Wisconsin Petroleum Inspection Fee” in your offered price.
10. **TAX EXEMPTION CERTIFICATES AND SALES:** It is the offeror’s responsibility to obtain any licenses needed to transact tax-exempt business.

J. **SMALL DISADVANTAGED BUSINESS (SDB) PRICE EVALUATION ADJUSTMENT:**

1. The Small Disadvantaged Business Price Evaluation Adjustment applies to all Federal Acquisition items.

2. Small Disadvantaged Businesses (SDBs) should carefully review the following clauses:

I174.01 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (DFSC MAY 1997)

I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS (ALT 1)(OCT 1998).

3. Clause I174.01 requires that a SDB dealer or manufacturer must provide only product manufactured by a small business manufacturer or refinery if it wishes to be considered for the price evaluation preference adjustment under Clause I240.01 The Price Data Sheet for the Price Evaluation Adjustment (attached) must be used by all SDBs who expect to receive the price evaluation adjustment. If you do not desire the adjustment, please check the appropriate block in Clause I240.01 and use the regular Price Data Sheet (attached).

4. SDBs which desire price evaluation adjustment must submit the following with their bid:

- A. Properly and completely filled out SDB Price Data Sheet
- B. Copy of a supply commitment letter from the proposed small business manufacturer; this must state as a minimum the type of product, total quantities of the product, and the contract ordering period.
- C. Copy of an agreement from the proposed transportation company.

K. **SMALL BUSINESS OR SMALL DISADVANTAGED BUSINESS QUESTIONS:** Please direct any questions regarding Small Business or Small Disadvantaged Business Affairs to Mrs. Kathy Williams of the DESC Small Business Office at (800) 523-2601 or (703) 767-9465.

L. **ATTENTION BIDDERS:** We request your careful review of Clause F1.09, DETERMINATION OF QUANTITY. Revisions have been made to paragraph (a)(4)(ii), subparagraphs (B) and (C) in regards to determination of quantity for deliveries by transport truck (TT) and truck and trailer (TTR).

M. **IMPORTANT:** Carefully read the requirements for all diesel fuel items as some require stringent cloud point specifications. Bidders who plan to bid on items with stringent cloud point specifications are advised that **preaward surveys may be conducted to determine quality capability.**

N. **ALTERNATE LINE ITEMS:** Line Items being solicited as alternate Line Items (Gasoline/Gasohol) list the estimated three-year quantity beside the Gasohol line item, and "0" estimated quantity beside the Gasoline line item. You may bid on one or both of these items. The quantity listed beside the Gasohol item is the quantity that will be awarded to the lowest bid price evaluated in accordance with Clause M63.01 EVALUATION OF BIDS FOR ALTERNATE PRODUCT. Only one product will be awarded per pair of alternate line items. The product awarded (either Gasohol or Gasoline) is to be provided for the entire Contract period. **The term "Gasohol" does NOT mean "Oxygenated Gasoline."**

O. **NOTICE:** ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

P. **EMERGENCY CONTACT POINT:** DESC contact point/telephone number for emergency situations during after-duty hours is:

Command Control Center (CCC)

Telephone Number: (703) 767-8420

Q. **NOTE TO LARGE BUSINESSES ONLY:** Clause I171.01 SMALL, SMALL DISADVANTAGED, AND WOMAN-OWNED BUSINESS SUBCONTRACTING PLAN, required you to submit a subcontracting plan for awards over \$500,000. DFSC-P Form 1 (Attached) can be used as your actual Small, Small Disadvantaged, and Woman Owned Business Subcontracting Plan. However, if you prefer to send your own plan in lieu of completing DFSC-P Form 1, you may do so. All subcontracting plans must meet the criteria set forth in Clause 171.01.

R. **ITEM NUMBERS:**

The suffix on each item number indicates a specific product. Here is a list of the items found in this solicitation. The list may not be all inclusive but serves as a guide for understanding the schedule.

<u>SUFFIX</u>	<u>PRODUCT</u>
-07	Rfg, Gasoline, Mid
-08	Rfg, Gasoline, Reg
-12	Low Sulfur Diesel #1
-13	Low Sulfur Diesel #2
-19	Gasohol, Midgrade Unleaded
-22	Gasohol, Premium Unleaded
-24	Gasohol, Regular Unleaded
-26	Gasoline, Midgraded Unleaded

R. ITEM NUMBERS

<u>SUFFIX</u>	<u>PRODUCT</u>
-27	Gasoline, Premium Unleaded
-28	Gasoline, Regular Unleaded
-32	DF-1, High Sulfur Diesel Fuel (Red Dye)
-34	DF-2, High Sulfur Diesel Fuel (Red Dye)
-43	FS1, #Fuel Oil
-46	Fuel Oil, Burner Oil #2
-67	Low Sulfur, Diesel #1 (Federal Civilian Items)
-68	Low Sulfur, Diesel #2 (Federal Civilian Items)
-70	High Sulfur, Diesel #2 (Federal Civilian Items)
-83	Low Sulfur, Diesel #2 (Red Dye)
-88	Low Sulfur, Diesel, Winter (Red Dye)
-94	Low Sulfur, Diesel, Summer (Red Dye)

S. SPECIAL NOTE: Contract fuel price changes are available through the Internet at the Defense Energy Support Center's Home Page. Beginning with the new contract period, paper copies of price changes will no longer be mailed. If your organization does not already have access to the Internet, there are many Internet Service Providers (ISP). All that is needed is a personal computer capable of running Windows 3.1 or higher connected to a standard telephone line using a phone jack cable, a modem, and a subscription to one of the many ISP's such as Compuserve, American Online, Prodigy, or Erols for access to the Internet. There are also Internet Web browsers available for non-Windows (DOS, Mac, etc.) computer operating environments. The ISP of your choice will provide Internet access instructions including software requirements for those not familiar with the Internet. Agreements with ISP's are between the user and the provider.

DESC's decision to move from paper to electronic distribution of fuel contract price changes will benefit fuel contractors and government agencies alike. Price information will be available immediately after processing, avoiding normal mailing delays and time consuming telephone calls. DESC's Internet Homepage may be found at: <http://www.desc.dla.mil>

T. PRIMARY SOLICITATION CONTACT POINTS: For clarification, explanation and additional information please contact:

Mr. Leonard Lamm at (703) 767-9532 /llamm@desc.dia.mil
Ms. Patricia J. Burke at (703) 767-9531 /pburke@desc.dia.mil

NOTE: If your firm does not wish to offer on this solicitation, but does wish to remain on the mailing list, this form must be returned to DESC within 30 days after the closing date of the solicitation. Failure to respond within the time frame may result in automatic removal from the mailing list:

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-99-0225 & 0226		PAGE 1 OF 148	
2. CONTRACT NUMBER		3. AWARD/EFFECT. DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-99-B-5000	
6. SOLICITATION ISSUE DATE 11 DEC 1998		7. FOR SOLICITATION INFORMATION CALL: a. NAME LEONARD LAMM		b. TELEPHONE NUMBER (no collect calls) (703) 767-9532		8. OFFER DUE DATE/ LOCAL TIME 12 JAN 99 @ 1:00 PM	
9. ISSUED BY CODE DESC-PLB DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-PLB 8725 JOHN J. KINGMAN RD, STE 4950 FT BELVOIR, VA 22060-6222 FAX: 703-767-8506 BUYER/ SYMBOL: LEONARD LAMM /PLB PHONE: (703) 767-9532 PP 3.25				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	
				12. DISCOUNT TERMS			
				13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)			
				13b. RATING			
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO CODE SEE SCHEDULE				16. ADMINISTERED BY CODE SEE BLOCK 9			
17a. CONTRACTOR / OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO. FAX NO.				See Clause G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998), G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DFSC APR 1997), & G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DFSC APR 1997) .			
[] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [] SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
SEE SCHEDULE		(Attach additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA 97XXXX4930.5CF0 01 26.1 S33150						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
[] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [] ARE NOT ATTACHED.							
[] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [] ARE [] ARE NOT ATTACHED.							
[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u> 1 </u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				[] 29. AWARD OF CONTRACT: REFERENCE <u> </u> OFFER DATED <u> </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u> </u> .			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) RAY B. BONE			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				[] PARTIAL [] FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL	
32d. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32e. DATE		37. CHECK NUMBER	
32f. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32g. DATE		38. S/R ACCOUNT NUMBER	
32h. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32i. DATE		39. S/R VOUCHER NUMBER	
32j. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32k. DATE		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
42a. RECEIVED BY (Print)				42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)	
42d. TOTAL CONTAINERS				42e. DATE REC'D (YY/MM/DD)		42f. TOTAL CONTAINERS	

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ITEM NUMBER	ESTIMATED QUANTITY UI
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B1.01.100 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC NOV 1998)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (REGION 5) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Bids shall not be submitted for quantities less than the estimated quantities specified below for each line item. Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

UNITED STATES ARMY

GRANITE CITY

IL, ARMY, CHARLES MELVIN PRICE SUPPORT CENTER, AVSCOM, ROUTE 3,
NIEDIRING HAUSE AVENUE

MADISON COUNTY

DELIVERY DODAAC: W52H01

BILLING DODAAC : W31G3G

ORDERING OFFICE: 618-452-4424

006-12	DIESEL FUEL #1 (DL1)	10,000	GL
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TANK WAGON (TW), W/PUMP AND METER INTO
1/2,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 85% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: OCT THRU MAR

ITEM NUMBER		ESTIMATED QUANTITY	UI
006-13	DIESEL FUEL #2 (DL2) TANK WAGON (TW), W/PUMP AND METER INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 85% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY: APR THRU SEP	16,000	GL
006-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), W/PUMP AND METER INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 85% ON HIGHWAY USE DELIVERY TICKET REQUIRED	35,000	GL
006-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), W/PUMP AND METER INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 85% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 006-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0	GL

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

GRANITE CITY

IL, ARMY, CHARLES MELVIN PRICE SUPPORT CENTER, AVSCOM, ROUTE 3,

NIEDIRING HAUSE AVENUE

MADISON COUNTY

DELIVERY DODAAC: W52HO1

BILLING DODAAC : W31G3G

ORDERING OFFICE: 618-452-4424

006-46	FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.28 %	62,500 GL
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TANK WAGON (TW), W/PUMP, METER AND 125 FOOT HOSE
 INTO
 1/10,000 GALLON TANK
 2/4,000 GALLON TANKS AT HOUSING AREA
 DELIVERY TICKET REQUIRED

MARION,

IL, ARMY, NG, HQ, 3/130 INF BN, RR #3, BOX 364 (FOR USPFO ILLINOIS)

WILLIAMSON COUNTY

DELIVERY DODAAC: W52KSH

BILLING DODAAC : W52JUD

ORDERING OFFICE: 217-761-3683

019-13	DIESEL FUEL #2 (DL2)	21,000 GL
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TANK WAGON (TW), W/PUMP AND METER INTO
 1/7,000 GALLON TANK
 ANTICIPATE 50% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0830-1530

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

MARSEILLES

IL, ARMY, NG, UNIT TRAINING EQUIPMENT SITE, RR #1, (FOR USPFO
ILLINOIS)

LA SALLE COUNTY

DELIVERY DODAAC: W8030B

BILLING DODAAC : W52JUD

ORDERING OFFICE: 217-785-3551

021-13 DIESEL FUEL #2 (DL2) 35,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO

1/6,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0830-1530

ROCK ISLAND,

IL, ARMY, ROCK ISLAND ARSENAL, BUILDING 144

ROCK ISLAND COUNTY

DELIVERY DODAAC: W52H1C

BILLING DODAAC : W52HIB

ORDERING OFFICE: 309-782-8586

031-24 GASOHOL, REG UNL (GUR) 105,000 GL

TANK TRUCK (TT), INTO

1/20,000 GALLON TANK

ANTICIPATE 25% ON HIGHWAY USE

031-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO

1/20,000 GALLON TANK

ANTICIPATE 25% ON HIGHWAY USE

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
031-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

031-83 DIESEL FUEL #2, (DYED) (DLS) 35,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/8,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0730-1300
DELIVERY: MAY THRU SEP

031-86 DIESEL FUEL #1 (DYED) (DLW) 35,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/8,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0730-1300
DELIVERY: OCT THRU APR

SAVANNA
IL, ARMY, SAVANNA ARMY DEPOT, 10 MILES NORTH
CARROLL COUNTY
DELIVERY DODAAC: W52G2J
BILLING DODAAC : W25G10
ORDERING OFFICE: 309-782-8586

036-12 DIESEL FUEL #1 (DL1) 42,000 GL

TANK TRUCK (TT), INTO
1/15,000 GALLON TANK
ANTICIPATE 20% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0830-1300

ITEM NUMBER			ESTIMATED	
			QUANTITY	UI
	----- UNITED STATES ARMY -----			
036-24	GASOHOL, REG UNL (GUR)		42,000	GL
	TANK TRUCK (TT), INTO 1/15,000 GALLON TANK ANTICIPATE 2% ON HIGHWAY USE DELIVERY HOURS: 0830-1300			
036-28	GASOLINE, REG UNL (MUR)		0	GL
	TANK TRUCK (TT), INTO 1/15,000 GALLON TANK ANTICIPATE 2% ON HIGHWAY USE DELIVERY HOURS: 0830-1300 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 036-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.			

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

036-46 FUEL OIL, BURNER #2 (FS2) 107,000 GL
MAX. SULFUR CONTENT 0.29 %

TANK WAGON (TW), W/PUMP AND METER INTO
1/12,000 GALLON TANK
2/8,000 GALLON TANKS
2/6,000 GALLON TANKS
1/5,000 GALLON TANK
3/4,000 GALLON TANKS
2/3,500 GALLON TANKS
1/3,000 GALLON TANK
21/1,500 GALLON TANKS
16/1,000 GALLON TANKS
14/500 GALLON TANKS
2/300 GALLON TANKS
5/275 GALLON TANKS
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0730-1400

036-54 FUEL OIL, BURNER #5 (HV) (FS5) 542,000 GL

TANK TRUCK (TT), W/PUMP INTO
6/30,000 GALLON TANKS
1/20,000 GALLON TANK
2/10,000 GALLON TANKS
DELIVERY HOURS: 0730-1400
MULTIPLE DROP

ITEM
NUMBER

ESTIMATED
QUANTITY UI

CORPS OF ENGINEERS

ROCK ISLAND

IL, COE, CLOCK TOWER BLDG, (FOR COE ROCK ISLAND)

ROCK ISLAND COUNTY

DELIVERY FEDAAC: 965147

BILLING FEDAAC : W52X0X

ORDERING OFFICE: 309-794-5217

051-34 DIESEL FUEL #2 (DF2) 100,000 GL

TANK TRUCK (TT), INTO

1/12,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: VENDOR TO CALL 309-794-5217 THE DAY BEFORE
DELIVERY IN ORDER TO COORDINATE W/REP AT DELIVERY
SITE.

UNITED STATES ARMY

CHICAGO,

IL, ARMY, NG, GEN. JONES ARMORY HQ. 2/122 ARTY 5200 SOUTH COTTAGE

GROVE AVENUE (FOR USPFO ILLINOIS)

COOK COUNTY

DELIVERY DODAAC: W52KR2

BILLING DODAAC : W52JUD

ORDERING OFFICE: 217-761-3683

086-13 DIESEL FUEL #2 (DL2) 40,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO

1/4,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0830-1530

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

EAST ST. LOUIS,
 IL, ARMY, NG, 1344TH TRANSPORTATION COMPANY, 2931 STATE STREET, (FOR
 USPFO ILLINOIS)
 ST CLAIR COUNTY
 DELIVERY DODAAC: W52KRS
 BILLING DODAAC : W52JUD
 ORDERING OFFICE: 217-761-3683

091-13 DIESEL FUEL #2 (DL2) 21,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/6,000 GALLON TANK
 ANTICIPATE 50% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0830-1530

NORTH RIVERSIDE
 IL, ARMY, NG, CO B, 108TH SPT BN, 8660 WEST CERMAK ROAD, (FOR USPFO
 ILLINOIS)
 COOK COUNTY
 DELIVERY DODAAC: W52KR1
 BILLING DODAAC : W52JUD
 ORDERING OFFICE: 217-761-3683

101-13 DIESEL FUEL #2 (DL2) 45,200 GL

TANK TRUCK (TT), INTO
 1/15,000 GALLON TANK
 ANTICIPATE 50% ON HIGHWAY USE
 DELIVERY HOURS: 0830-1530

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

SPRINGFIELD,
IL, ARMY, NG, CAMP LINCOLN, STARC (-), 1301 NORTH MACARTHUR BOULEVARD
(FOR USPFO ILLINOIS)
SANGAMON COUNTY
DELIVERY DODAAC: W52KQ3
BILLING DODAAC : W52JUD
ORDERING OFFICE: 217-761-3683

111-13 DIESEL FUEL #2 (DL2) 60,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/10,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0830-1530

BOONE,
IA, ARMY, NG, OMS #10, CPL ROGER SNEEDEN DRIVE, 1/2 MILE SOUTH OF
BOONE, MUNICIPAL AIRPORT (FOR USPFO IOWA)
BOONE COUNTY
DELIVERY DODAAC: W54TSQ
BILLING DODAAC : W54CJX
ORDERING OFFICE: 515-252-4613

121-13 DIESEL FUEL #2 (DL2) 23,100 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON BELOW GROUND TANK
3/1,200 GALLON TANKER TRUCK(S)
4/600 GALLON POD(S)
ANTICIPATE 65% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

CEDAR RAPIDS,
IA, ARMY, NG, OMS #13, MUNICIPAL AIRPORT, 10400 18TH STREET
SOUTHWEST, (FOR USPFO IOWA)
LINN COUNTY
DELIVERY DODAAC: W54TST
BILLING DODAAC : W54CJX
ORDERING OFFICE: 515-252-4613

131-12 DIESEL FUEL #1 (DL1) 23,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/1,200 GALLON TANKER(S)
4/1,200 GALLON TANK AND PUMP UNIT(S)
1/4,000 GALLON TANK
ANTICIPATE 65% ON HIGHWAY USE
DELIVERY: OCT THRU APR

131-13 DIESEL FUEL #2 (DL2) 32,300 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/1,200 GALLON TANKER TRUCK(S)
4/1,200 GALLON TANK AND PUMP UNIT(S)
1/4,000 GALLON TANK
ANTICIPATE 65% ON HIGHWAY USE
DELIVERY: MAY THRU SEP

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

CHARITON,
IA, ARMY, NG, OMS #6, 1415 LUCAS DRIVE (FOR USPFO IOWA)
LUCAS COUNTY
DELIVERY DODAAC: W54TSL
BILLING DODAAC : W54CJX
ORDERING OFFICE: 515-252-4613

136-13 DIESEL FUEL #2 (DL2) 24,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
2/1,200 GALLON TANK AND PUMP UNIT(S)
1/600 GALLON POD(S)
1/4,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

COUNCIL BLUFFS,
IA, ARMY, NG, OMS #4, 2415 EAST KANESVILLE BOULEVARD (FOR USPFO IOWA)
POTTAWATTAMIE COUNTY
DELIVERY DODAAC: W54TSJ
BILLING DODAAC : W54CJX
ORDERING OFFICE: 515-252-4613

141-13 DIESEL FUEL #2 (DL2) 28,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON TANK
1/1,200 GALLON TANK AND PUMP UNIT(S)
1/600 GALLON POD(S)
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

DAVENPORT

IA, ARMY, NG, OMS #9, 909 EAST 36TH STREET (FOR USPFO IOWA)

SCOTT COUNTY

DELIVERY DODAAC: W81K9X

BILLING DODAAC : W54CJX

ORDERING OFFICE: 515-252-4613

144-13 DIESEL FUEL #2 (DL2) 40,300 GL

TANK WAGON (TW), W/PUMP AND METER INTO

1/4,000 GALLON BELOW GROUND TANK

4/5,000 GALLON TANKER(S)

2/1,200 GALLON TANK AND PUMP UNIT(S)

2/600 GALLON POD(S)

ANTICIPATE 65% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

FAIRFIELD,

IA, ARMY, NG, OMS #12, 505 WEST CARPENTER STREET (FOR USPFO IOWA)

JEFFERSON COUNTY

DELIVERY DODAAC: W54TSS

BILLING DODAAC : W54CJX

ORDERING OFFICE: 515-252-4613

146-12 DIESEL FUEL #1 (DL1) 25,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO

1/4,000 GALLON TANK

6/1,200 GALLON TANKER(S) (TOP LOADING)

4/600 GALLON POD(S)

2/2,400 GALLON HEMTT TANKER(S) (TOP AND BOTTOM
LOADING)

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: NOV THRU APR

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

146-13 DIESEL FUEL #2 (DL2) 58,400 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/4,000 GALLON TANK
 6/1,200 GALLON TANKER(S) (TOP LOADING)
 4/600 GALLON POD(S)
 2/2,400 GALLON HEMTT TANKER(S) (TOP AND BOTTOM
 LOADING)
 ANTICIPATE 50% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 DELIVERY PERIOD: MAY THRU OCT

FORT DODGE
 IA, ARMY, NG, OMS #11, 2 MILES NORTH MUNICIPAL AIRPORT, RR #2 (FOR
 USPFO IOWA)
 WEBSTER COUNTY
 DELIVERY DODAAC: W54TSR
 BILLING DODAAC : W54CJX
 ORDERING OFFICE: 515-252-4613

151-13 DIESEL FUEL #2 (DL2) 24,600 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 2/2,000 GALLON TANKS
 1/1,200 GALLON TANKER(S)
 2/1,200 GALLON TANK AND PUMP UNIT(S)
 ANTICIPATE 75% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

JOHNSTON,
IA, ARMY, NG, OMS, #1, CAMP DODGE, 7700 NORTHWEST BEAVER DRIVE, 2
MILES NORTH (FOR USPFO IOWA)
POLK COUNTY
DELIVERY DODAAC: W54TSF
BILLING DODAAC : W54CJX
ORDERING OFFICE: 515-252-4613

161-12 DIESEL FUEL #1 (DL1) 88,900 GL

TANK TRK/TRL (TTR), INTO
2/21,000 GALLON TANKS
ANTICIPATE 65% ON HIGHWAY USE
DELIVERY: OCT THRU FEB

161-13 DIESEL FUEL #2 (DL2) 211,250 GL

TANK TRK/TRL (TTR), INTO
2/21,000 GALLON TANKS
ANTICIPATE 65% ON HIGHWAY USE
DELIVERY: MAR THRU SEP

MASON CITY,
IA, ARMY, NG, OMS #5, ARMORY, 1160 19TH STREET SW (FOR USPFO IOWA)
CERRO CORDO COUNTY
DELIVERY DODAAC: W80NHY
BILLING DODAAC : W54CJX
ORDERING OFFICE: 515-252-4613

166-12 DIESEL FUEL #1 (DL1) 27,100 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK TRUCK
1/4,000 GALLON TANK
ANTICIPATE 75% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: SEP THRU MAR

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

166-13 DIESEL FUEL #2 (DL2) 55,600 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK TRUCK
1/4,000 GALLON TANK
ANTICIPATE 80% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: APR THRU AUG

RED OAK,
IA, ARMY, NG, OMS #8 A, ROUTE 1, 2003 G. AVENUE (FOR USPFO IOWA)
MONTGOMERY COUNTY
DELIVERY DODAAC: W81K9T
BILLING DODAAC : W54CJX
ORDERING OFFICE: 515-252-4613

171-12 DIESEL FUEL #1 (DL1) 25,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANKER(S)
1/4,000 GALLON TANK
ANTICIPATE 80% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: OCT THRU FEB

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

171-13 DIESEL FUEL #2 (DL2) 38,600 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANKER(S)
1/4,000 GALLON TANK
ANTICIPATE 80% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: MAR THRU SEP

SIOUX CITY,
IA, ARMY, NG, OMS #3, 3200 REMINGTON ROAD, VICINITY OF MUNICIPAL
AIRPORT (FOR USPFO IOWA)
WOODBURY COUNTY
DELIVERY DODAAC: W54CJX
BILLING DODAAC : W54TSH
ORDERING OFFICE: 515-252-4613

176-13 DIESEL FUEL #2 (DL2) 26,500 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/6,000 GALLON TANK
7/1,200 GALLON TANK AND PUMP UNIT(S)
3/600 GALLON POD(S)
ANTICIPATE 65% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

WATERLOO,
IA, ARMY, NG, OMS #2, 3306 AIRPORT BOULEVARD (FOR USPFO IOWA)
BLACK HAWK COUNTY
DELIVERY DODAAC: W54CJX
BILLING DODAAC : W54TSG
ORDERING OFFICE: 515-252-4613

181-13 DIESEL FUEL #2 (DL2) 25,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON BELOW GROUND TANK
1/600 GALLON POD(S)
1/1,200 GALLON TANK AND PUMP UNIT(S)
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

GRAYLING,
MI, ARMY, NG, CAMP GRAYLING, TRAINING SITE DIVISION (FOR USPFO
MICHIGAN)
CRAWFORD COUNTY
DELIVERY DODAAC: W56R69
BILLING DODAAC : W56LS9
ORDERING OFFICE: 517-344-0126

231-12 DIESEL FUEL #1 (DL1) 348,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO
1/47,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 10% ON HIGHWAY USE

231-24 GASOHOL, REG UNL (GUR) 42,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO
1/57,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 10% ON HIGHWAY USE

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

231-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRK/TRL (TTR), W/PUMP INTO
 1/57,000 GALLON ABOVE GROUND TANK(S)
 ANTICIPATE 10% ON HIGHWAY USE
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 231-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

LANSING,
 MI, ARMY, NG, 3201 WEST ST JOSEPH STREET (FOR USPFO MICHIGAN)
 INGHAM COUNTY
 DELIVERY DODAAC: W56LTF
 BILLING DODAAC : W56LS9
 ORDERING OFFICE: 517-483-5767

261-12 DIESEL FUEL #1 (DL1) 38,200 GL

TANK WAGON (TW), TW W/PUMP AND METER INTO
 1/15,000 GALLON TANK
 ANTICIPATE 100% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

LITTLE FALLS,
MN, ARMY, NG, CAMP RIPLEY, 7 MILES NORTH OF LITTLE FALLS (FOR USPFO
MINNESOTA)
MORRISON COUNTY
DELIVERY DODAAC: W57VWG
BILLING DODAAC : W57LVB
ORDERING OFFICE: 320-632-7404

311-12 DIESEL FUEL #1 (DL1) 265,900 GL

TANK TRUCK (TT), W/PUMP INTO
2/50,000 GALLON TANKS
ANTICIPATE 90% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: OCT THRU MAR

311-13 DIESEL FUEL #2 (DL2) 456,200 GL

TANK TRUCK (TT), W/PUMP INTO
2/50,000 GALLON TANKS
ANTICIPATE 90% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: APR THRU SEP

311-24 GASOHOL, REG UNL (GUR) 78,100 GL

TANK TRUCK (TT), W/PUMP INTO
1/50,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

311-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), W/PUMP INTO
1/50,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
311-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

FORT MCCOY,
WI, ARMY, 10 MILES NORTHEAST SPARTA
MONROE COUNTY
DELIVERY DODAAC: W5CR5D
BILLING DODAAC : W5CR5D
ORDERING OFFICE: 608-388-3806/4190

316-24 GASOHOL, REG UNL (GUR) 333,400 GL

TANK TRK/TRL (TTR), INTO
1/100,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

316-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRK/TRL (TTR), INTO
1/100,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
316-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

UNITED STATES NAVY

GREAT LAKES
IL, NAVY, SUPPLY DEPARTMENT, NAVAL TRAINING CENTER
LAKE COUNTY
DELIVERY DODAAC: N00210
BILLING DODAAC : N68566
ORDERING OFFICE: 847-688-5906

505-08 RFG REGULAR UNLEADED (MRR) 31,300 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON TANK AT BUILDING 3216
ANTICIPATE 50% ON HIGHWAY USE

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES NAVY

GREAT LAKES

IL, NAVY, SUPPLY DEPARTMENT, NAVAL TRAINING CENTER

LAKE COUNTY

DELIVERY DODAAC: N00210

BILLING DODAAC : N68566

ORDERING OFFICE: 847-688-5906

505-67 DIESEL FUEL #1, LOW SULF (LS1) 25,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO

1/4,000 GALLON TANK AT BLDG 3216, OR

1/2,500 GALLON TANK AT BLDG 106 (FIRE HOUSE)

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

505-68 DIESEL FUEL #2, LOW SULF (LS2) 25,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO

1/4,000 GALLON TANK AT BLDG 3216, OR

1/2,500 GALLON TANK AT BLDG 106 (FIRE HOUSE)

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

GREAT LAKES,

IL, NAVY, PUBLIC WORKS CENTER, NAVAL TRAINING CENTER

LAKE COUNTY

DELIVERY DODAAC: N65113

BILLING DODAAC : N65113

ORDERING OFFICE: 847-688-4978

510-08 RFG REGULAR UNLEADED (MRR) 417,000 GL

TANK TRUCK (TT), INTO

2/10,000 GALLON ABOVE GROUND TANK(S) AT BLDG 1506

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1200

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES NAVY

510-46	FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.29 % TANK WAGON (TW), W/PUMP AND METER INTO 1/3,000 GALLON TANK AT BLDG 11 METERED DELIVERY TICKET REQUIRED DELIVERY HOURS: 0700-1600 MONDAY TO FRIDAY OR 24 HOUR DELIVERY SATURDAY AND SUNDAY	52,000 GL
510-55	FUEL OIL, BURNER #6 (FS6) MAX. SULFUR CONTENT 0.92 % TANK TRUCK (TT), INTO 2/1,000,000 GALLON TANKS AT BUILDING 11 1/400,000 GALLON TANK AT BUILDING 11 DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1200	112,500 GL
510-67	DIESEL FUEL #1, LOW SULF (LS1) TANK WAGON (TW), W/PUMP AND METER INTO 1/10,000 GALLON ABOVE GROUND TANK(S) AT BLDG 1506 ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1200 DELIVERY: NOV THRU MAR	73,000 GL

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES NAVY

510-68 DIESEL FUEL #2, LOW SULF (LS2) 104,200 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/10,000 GALLON ABOVE GROUND TANK(S) AT BLDG 1506
 ANTICIPATE 50% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0730-1200
 DELIVERY: APR THRU OCT

FT SHERIDAN,
 IL, NAVY, PHILIP H. SHERIDAN RESERVE CENTER, 1 MILE NORTH OF HIGHWOOD
 GREENBAY ROAD
 LAKE COUNTY
 DELIVERY DODAAC: N65113
 BILLING DODAAC : N65113
 ORDERING OFFICE: 847-688-4978

512-67 DIESEL FUEL #1, LOW SULF (LS1) 52,100 GL

TANK WAGON (TW), W/PUMP AND METER W/125 FT OF
 HOSE INTO
 1/550 GALLON TANK AT BUILDING 369
 1/550 GALLON TANK AT BUILDING 368
 1/500 GALLON TANK AT BUILDING 377
 3/500 GALLON TANKS AT BUILDING 375
 ANTICIPATE 0% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0730-1200

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES NAVY

GREAT LAKES

IL, NAVY, SUPPLY DEPARTMENT, SERVICE SCHOOL COMMAND, NAVAL TRAINING
CENTER

LAKE COUNTY

DELIVERY DODAAC: N00210

BILLING DODAAC : N68566

ORDERING OFFICE: 847-688-5454 X13

518-70	DIESEL FUEL #2, HIGH SUL (HS2) MAX SULFUR 0.5% FLASH POINT 140 DEG F	146,000 GL
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TANK TRUCK (TT), W/PUMP INTO
1/211,500 GALLON TANK LOCATED INSIDE BLDG 326.
ANTICIPATE 0% ON HIGHWAY USE
MINIMUM DELIVERY: 7,000 GALLONS
MAXIMUM DELIVERY: 21,000 GALLONS

UNITED STATES AIR FORCE

SCOTT AFB

IL, USAF, AMC, 375 AW, US HIGHWAY #158

ST CLAIR COUNTY

DELIVERY DODAAC: FP4407

ORDERING OFFICE: 618-256-2381

750-131	DIESEL FUEL #2 (DL2) MAXIMUM CLOUD POINT -20 DEG C	76,400 GL
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TANK TRUCK (TT), W/PUMP AND 4 INCH 61-AS COUPLING
INTO
2/10,000 GALLON TANKS
ANTICIPATE 20% ON HIGHWAY USE
DELIVERY HOURS: 0800-1500
NOTE: DRIVER REPORT TO BUILDING 560 PRIOR TO
DELIVERY
DELIVERY: NOV THRU FEB

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

SCOTT AFB
 IL, USAF, AMC, 375 AW, US HIGHWAY #158
 ST CLAIR COUNTY
 DELIVERY DODAAC: FP4407
 ORDERING OFFICE: 618-256-2381

750-132 DIESEL FUEL #2 (DL2) 195,000 GL

TANK TRUCK (TT), W/PUMP AND 4 INCH 61-AS COUPLING
 INTO
 2/10,000 GALLON TANKS
 ANTICIPATE 20% ON HIGHWAY USE
 DELIVERY HOURS: 0800-1500
 NOTE: DRIVER REPORT TO BUILDING 560 PRIOR TO
 DELIVERY.
 DELIVERY: MAR THRU OCT

750-24 GASOHOL, REG UNL (GUR) 222,300 GL

TANK WAGON (TW), W/4 INCH 61-AS COUPLING INTO
 2/10,000 GALLON TANKS AT BUILDING 1037
 ANTICIPATE 20% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

750-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/4 INCH 61-AS COUPLING INTO
 2/10,000 GALLON TANKS AT BUILDING 1037
 ANTICIPATE 20% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 750-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

PEORIA,
IL, USAF, ANG, 182 TASG, GREATER PEORIA AIRPORT, 1474 AND SOUTH
AIRPORT ROAD TO SMITHVILLE ROAD
PEORIA COUNTY
DELIVERY DODAAC: FP6122
ORDERING OFFICE: 309-633-3238

760-13 DIESEL FUEL #2 (DL2) 33,400 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
ESCORT REQUIRED

SPRINGFIELD,
IL, USAF, ANG, 183 TFG, CAPITAL AIRPORT, STATE HIGHWAY #29
SANGAMON COUNTY
DELIVERY DODAAC: FP6123
ORDERING OFFICE: 217-788-2211

765-13 DIESEL FUEL #2 (DL2) 56,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/3,000 GALLON TANK
ANTICIPATE 2% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

765-24 GASOHOL, REG UNL (GUR) 53,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/3,000 GALLON TANK
ANTICIPATE 5% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

765-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/3,000 GALLON TANK
 ANTICIPATE 5% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 765-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

765-46 FUEL OIL, BURNER #2 (FS2) 28,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/10,000 GALLON TANK
 DELIVERY TICKET REQUIRED

DES MOINES
 IA, USAF, ANG, 132 TFW, 3100 MCKINLEY AVENUE, I35 TO HIGHWAY TO FLEUR
 AVENUE NORTH TO MCKINLEY
 POLK COUNTY
 DELIVERY DODAAC: FP6141
 ORDERING OFFICE: 515-256-8463

770-12 DIESEL FUEL #1 (DL1) 18,100 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/5,000 GALLON TANK
 ANTICIPATE 3% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

ITEM NUMBER		ESTIMATED QUANTITY	UI
	----- UNITED STATES AIR FORCE -----		
770-13	DIESEL FUEL #2 (DL2) TANK WAGON (TW), W/PUMP AND METER INTO 1/5,000 GALLON TANK ANTICIPATE 3% ON HIGHWAY USE DELIVERY TICKET REQUIRED	20,000	GL
770-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), W/PUMP AND METER INTO 1/5,000 GALLON TANK ANTICIPATE 3% ON HIGHWAY USE DELIVERY TICKET REQUIRED	40,000	GL
770-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), W/PUMP AND METER INTO 1/5,000 GALLON TANK ANTICIPATE 3% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 770-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0	GL

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

SERGEANT BLUFF,
IA, USAF, ANG, 185 FW, SIOUX GATEWAY AIRPORT, US HIGHWAY #29
WOODBURY COUNTY
DELIVERY DODAAC: FP6142
ORDERING OFFICE: 712-279-7512

775-12 DIESEL FUEL #1 (DL1) 42,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY HOURS: 0700-1730
TUESDAY THRU FRIDAY

775-24 GASOHOL, REG UNL (GUR) 37,500 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK
1/1,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0700-1730

775-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK
1/1,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0700-1730
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
775-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

ALPENA,
MI, USAF, ANG, PHELPS COLLINS ANG BASE, HIGHWAY #32
ALPENA COUNTY
DELIVERY DODAAC: FP6223
ORDERING OFFICE: 517-354-6357

780-12 DIESEL FUEL #1 (DL1) 31,250 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/7,500 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: OCT THRU MAR

780-13 DIESEL FUEL #2 (DL2) 83,400 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/7,500 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: APR THRU SEP.

BATTLE CREEK,
MI, USAF, ANG, 110 FW, KELLOGG FIELD, ROUTE 1-94
CALHOUN COUNTY
DELIVERY DODAAC: FP6222
ORDERING OFFICE: 616-969-3335

785-12 DIESEL FUEL #1 (DL1) 52,100 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON ABOVE GROUND TANK(S)
W/3 INCH RECEIVING COUPLER
ANTICIPATE 30% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0700-1530
TUESDAY THRU FRIDAY

ITEM
NUMBER

ESTIMATED QUANTITY	UI
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UNITED STATES AIR FORCE

785-24	GASOHOL, REG UNL (GUR)	31,250	GL
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TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON ABOVE GROUND TANK(S)
W/3 INCH RECEIVING COUPLER
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY HOURS: 0730-1530

785-28	GASOLINE, REG UNL (MUR)	0	GL
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TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON ABOVE GROUND TANK(S)
W/3 INCH RECEIVING COUPLER
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY HOURS: 0730-1530
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
785-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

SELFRIDGE ANG BASE
MI, USAF, ANG, 127 FW, US HIGHWAY I-94
MACOMB COUNTY
DELIVERY DODAAC: FP6221
ORDERING OFFICE: 810-307-5526

790-131	DIESEL FUEL #2 (DL2)	28,000	GL
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TANK WAGON (TW), W/PUMP AND METER INTO
2/1,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

ITEM NUMBER		ESTIMATED QUANTITY	UI
	----- UNITED STATES AIR FORCE -----		
790-132	DIESEL FUEL #2 (DL2) TANK TRUCK (TT), W/PUMP INTO 1/12,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 1% ON HIGHWAY USE	225,000	GL
790-19	GASOHOL, MID UNL (GUM) TANK TRUCK (TT), INTO 1/12,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 1% ON HIGHWAY USE	208,400	GL
790-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 1/12,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 1% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 790-19. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0	GL
790-46	FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % TANK WAGON (TW), W/PUMP AND METER INTO 1/65,740 GALLON ABOVE GROUND TANK(S) 1/6,000 GALLON ABOVE GROUND TANK(S) 1/5,000 GALLON ABOVE GROUND TANK(S) 3/500 GALLON ABOVE GROUND TANK(S) 1/12,000 GALLON ABOVE GROUND TANK(S) DELIVERY TICKET REQUIRED	104,200	GL

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

DULUTH,
 MN, USAF, ANG, 148 F.I.G.DULUTH INTERNATIONAL AIRPORT, US HIGHWAY
 #53, ARROWHEAD ROAD
 ST LOUIS COUNTY
 DELIVERY DODAAC: FP6232
 ORDERING OFFICE: 218-723-7340

805-12 DIESEL FUEL #1 (DL1) 40,200 GL

TANK WAGON (TW), INTO
 1/5,000 GALLON TANK AT BUILDING 265
 1/550 GALLON TANK AT BULK STORAGE AREA
 ANTICIPATE 2% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

805-13 DIESEL FUEL #2 (DL2) 17,650 GL

TANK WAGON (TW), INTO
 1/5,000 GALLON TANK AT BUILDING 265
 1/550 GALLON TANK AT BULK STORAGE AREA
 ANTICIPATE 2% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 DELIVERY: APR - SEP

805-24 GASOHOL, REG UNL (GUR) 39,600 GL

TANK WAGON (TW), INTO
 1/5,000 GALLON TANK AT BUILDING 265
 ANTICIPATE 6% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

MINNEAPOLIS,
 MN, USAF, RES, 934 AW, MINNEAPOLIS-ST. PAUL INTERNATIONAL AIRPORT,
 ROUTE 55 EAST CROSSTOWN HIGHWAY 62 TO 34TH AVENUE EXIT OR HIAWATHA
 AVENUE SOUTH
 HENNEPIN COUNTY
 DELIVERY DODAAC: FP6633
 ORDERING OFFICE: 612-725-5413

810-12 DIESEL FUEL #1 (DL1) 107,700 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/6,000 GALLON TANK
 1/4,000 GALLON TANK
 2/1,200 GALLON TANK TRUCK (S)
 ANTICIPATE 25% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 DELIVERY PERIOD: OCT TO MAR

810-13 DIESEL FUEL #2 (DL2) 70,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/6,000 GALLON TANK
 1/4,000 GALLON TANK
 2/1,200 GALLON TANKS
 ANTICIPATE 25% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 DELIVERY PERIOD: APR TO SEP

810-24 GASOHOL, REG UNL (GUR) 76,400 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/6,000 GALLON TANK
 2/1,000 GALLON TANKS
 1/1,200 GALLON TANK TRUCK
 ANTICIPATE 75% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

810-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/6,000 GALLON TANK
 2/1,000 GALLON TANKS
 1/1,200 GALLON TANK TRUCK
 ANTICIPATE 75% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 810-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

CAMP DOUGLAS,
 WI, USAF, ANG, VOLK FIELD, PERMANENT TRAINING SITE, US HIGHWAY I-90
 AND 94
 JUNEAU COUNTY
 DELIVERY DODAAC: FP6493
 ORDERING OFFICE: 608-427-1213

815-12 DIESEL FUEL #1 (DL1) 52,100 GL

TANK TRUCK (TT), W/PUMP AND 2 INCH RECEIVING PIPE
 INTO
 1/10,000 GALLON TANK
 1/6,000 GALLON TANK
 ANTICIPATE 10% ON HIGHWAY USE
 DELIVERY PERIOD: OCTOBER - MARCH

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

815-13	DIESEL FUEL #2 (DL2)	417,000	GL
	TANK TRUCK (TT), W/PUMP AND 2 INCH RECEIVING PIPE INTO 1/10,000 GALLON TANK 1/6,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE		
815-24	GASOHOL, REG UNL (GUR)	312,500	GL
	TANK TRUCK (TT), W/PUMP AND 2 INCH RECEIVING PIPE INTO 1/10,000 GALLON TANK 1/5,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE		
815-28	GASOLINE, REG UNL (MUR)	0	GL
	TANK TRUCK (TT), W/PUMP AND 2 INCH RECEIVING PIPE INTO 1/10,000 GALLON TANK 1/5,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 815-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.		

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

MADISON,
WI, USAF, ANG, 128 FTR WG, TRUAX FIELD, US SOUTH HIGHWAY #51
DANE COUNTY
DELIVERY DODAAC: FP6492
ORDERING OFFICE: 608-242-4523/24

820-12 DIESEL FUEL #1 (DL1) 42,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/6,000 GALLON TANK
ANTICIPATE 5% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

820-24 GASOHOL, REG UNL (GUR) 35,500 GL

TANK WAGON (TW), W/PUMP AND METER
ANTICIPATE 5% ON HIGHWAY USE

820-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER
ANTICIPATE 5% ON HIGHWAY USE
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
820-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

MILWAUKEE,
WI, USAF, RES, 440 TAW, BRI GEN BILLY MITCHELL FIELD, 300 EAST
COLLEGE AVENUE, I-94 & HIGHWAY 38
MILWAUKEE COUNTY
DELIVERY DODAAC: FP6605
ORDERING OFFICE: 414-482-5270

825-08 RFG REGULAR UNLEADED (MRR) 35,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK AT FAC 8002
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

ITEM NUMBER		ESTIMATED QUANTITY	UI
	----- UNITED STATES AIR FORCE -----		
825-12	DIESEL FUEL #1 (DL1)	42,000	GL
	TANK TRUCK (TT), INTO 1/10,000 GALLON TANK AT FAC 8002 ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY PERIOD: OCT - MAR		
825-13	DIESEL FUEL #2 (DL2)	24,350	GL
	TANK TRUCK (TT), INTO 1/10,000 GALLON TANK AT FAC 8002 ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY PERIOD: APR - SEP		

	MILWAUKEE, WI, USAF, ANG, 128 AREFG, 1919 EAST GRANGE AVENUE AND I-94 MILWAUKEE COUNTY DELIVERY DODAAC: FP6491 ORDERING OFFICE: 414-747-4466		
830-08	RFG REGULAR UNLEADED (MRR)	45,200	GL
	TANK WAGON (TW), W/PUMP AND METER INTO 1/10,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED		

ITEM NUMBER		ESTIMATED QUANTITY	UI
	----- UNITED STATES AIR FORCE -----		
830-12	DIESEL FUEL #1 (DL1) TANK WAGON (TW), W/PUMP AND METER INTO 1/10,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED	50,000	GL
	----- UNITED STATES POSTAL SERVICE ----- CHAMPAIGN, IL, USPS, VMF, 2001 NORTH MATTIS AVENUE 61821-9998 CHAMPAIGN COUNTY DELIVERY FEDAAC: 185A3Z ORDERING OFFICE: 217-373-6059		
B22-24	GASOHOL, REG UNL (GUR) TANK TRK/TRL (TTR), INTO 1/12,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE	50,000	GL
B22-28	GASOLINE, REG UNL (MUR) TANK TRK/TRL (TTR), INTO 1/12,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B22-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0	GL

ESTIMATED QUANTITY	UI
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UNITED STATES POSTAL SERVICE

CHICAGO
IL, USPS, CENTRAL GARAGE, 740 SOUTH CANAL STREET 60607-9603
COOK COUNTY
DELIVERY FEDAAC: 185107
ORDERING OFFICE: 312-983-8720

B25-08	RFG REGULAR UNLEADED (MRR)	527,500	GL
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TANK TRUCK (TT), INTO
1/20,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

CHICAGO,
IL, USPS, WESTERN AUXILIARY GARAGE, 2301 WEST 51ST PLACE, 60609-9361
COOK COUNTY
DELIVERY FEDAAC: 185107
ORDERING OFFICE: 312-983-8720

B26-08	RFG REGULAR UNLEADED (MRR)	57,300	GL
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TANK WAGON (TW), W/PUMP AND METER INTO
1/6,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

B26-67	DIESEL FUEL #1, LOW SULF (LS1)	24,300	GL
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TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: NOV - MAR

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES POSTAL SERVICE

B26-68 DIESEL FUEL #2, LOW SULF (LS2) 52,100 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: APR - OCT

CHICAGO
IL, USPS, CENTRAL GARAGE, 741 SOUTH CLINTON STREET 60607-9603
COOK COUNTY
DELIVERY FEDAAC: 185107
ORDERING OFFICE: 312-983-8720

B28-681 DIESEL FUEL #2, LOW SULF (LS2) 1,200,000 GL

TANK TRUCK (TT), INTO
2/20,000 GALLON TANKS
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY PERIOD: NOV - MAR

B28-682 DIESEL FUEL #2, LOW SULF (LS2) 903,000 GL

TANK TRUCK (TT), INTO
2/20,000 GALLON TANKS
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY PERIOD: APR - OCT

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES POSTAL SERVICE

CHICAGO
 IL, USPS, P & DC, 11560 IRVING PARK ROAD 60701-9361
 COOK COUNTY
 DELIVERY FEDAAC: 1859AC
 ORDERING OFFICE: 312-983-8720

B29-08 RFG REGULAR UNLEADED (MRR) 132,000 GL

TANK TRUCK (TT), INTO
 1/11,000 GALLON TANK
 ANTICIPATE 100% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

B29-67 DIESEL FUEL #1, LOW SULF (LS1) 176,400 GL

TANK TRUCK (TT), INTO
 1/11,000 GALLON TANK
 ANTICIPATE 100% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 DELIVERY: NOV - MAR

B29-68 DIESEL FUEL #2, LOW SULF (LS2) 176,400 GL

TANK TRUCK (TT), INTO
 1/11,000 GALLON TANK
 ANTICIPATE 100% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 DELIVERY: APR - OCT

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES POSTAL SERVICE

CHICAGO

IL, USPS, HIGGINS AUXILIARY, 6020 HIGGINS ROAD 60630-9361

COOK COUNTY

DELIVERY FEDAAC: 185107

ORDERING OFFICE: 312-983-8720

B30-08 RFG REGULAR UNLEADED (MRR) 70,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO

1/6,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

B30-67 DIESEL FUEL #1, LOW SULF (LS1) 42,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO

1/6,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY: NOV - MAR

B30-68 DIESEL FUEL #2, LOW SULF (LS2) 42,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO

1/6,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY: APR - OCT

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES POSTAL SERVICE

BEDFORD PARK
 IL, USPS, SOUTH SUBURBAN VMF, 6801 WEST 73RD STREET, BEDFORD PARK
 60499-9998
 COOK COUNTY
 DELIVERY FEDAAC: 185AEX
 ORDERING OFFICE: 708-563-7390

B34-08 RFG REGULAR UNLEADED (MRR) 61,500 GL

TANK TRUCK (TT), INTO
 1/10,000 GALLON TANK
 ANTICIPATE 95% ON HIGHWAY USE

B34-67 DIESEL FUEL #1, LOW SULF (LS1) 112,000 GL

TANK TRUCK (TT), INTO
 1/10,000 GALLON TANK
 ANTICIPATE 0% ON HIGHWAY USE
 DELIVERY: NOV THRU MAR

B34-68 DIESEL FUEL #2, LOW SULF (LS2) 130,000 GL

TANK TRUCK (TT),
 ANTICIPATE 100% ON HIGHWAY USE
 DELIVERY: APR THRU OCT

ITEM
NUMBERESTIMATED
QUANTITY UI-----
VETERANS AFFAIRS
-----DANVILLE,
IL, VA, MEDICAL CENTER, 1900 EAST MAIN STREET
VERMILION COUNTY
DELIVERY FEDAAC: 365112
ORDERING OFFICE: 217-431-6535

B38-24 GASOHOL, REG UNL (GUR) 76,400 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/1,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

B38-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/1,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
B38-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.B38-46 FUEL OIL, BURNER #2 (FS2) 35,000 GL
MAX. SULFUR CONTENT 0.28 %TANK TRK/TRL (TTR), W/PUMP INTO
6/30,000 GALLON TANKS
NOTE: THIS FACILITY USES NATURAL GAS AS ITS
PRIMARY SOURCE OF FUEL. THIS REQUIREMENT IS FOR
USE DURING TIMES OF NATURAL GAS CURTAILMENT OR
WHEN THE ECONOMIC ANALYSIS INDICATES IT'S MORE
COST EFFECTIVE TO UTILIZE FUEL OIL. UNDER THIS
REQUIREMENT, THE CONTRACTOR IS REQUIRED TO
COMMENCE DELIVERIES WITHIN 48 HOURS OF
NOTIFICATION.

ITEM
NUMBERESTIMATED
QUANTITY UI-----
VETERANS AFFAIRS

DANVILLE,
IL, VA, MEDICAL CENTER, 1900 EAST MAIN STREET
VERMILION COUNTY
DELIVERY FEDAAC: 365112
ORDERING OFFICE: 217-431-6535

B38-67 DIESEL FUEL #1, LOW SULF (LS1) 42,400 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/1,000 GALLON TANK
ANTICIPATE 75% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

UNITED STATES POSTAL SERVICE

EAST ST. LOUIS,
IL, USPS, 950 MISSOURI AVENUE 62201-9998
ST CLAIR COUNTY
DELIVERY FEDAAC: 18519W
ORDERING OFFICE: 618-875-0200 EXT 24

B46-24 GASOHOL, REG UNL (GUR) 88,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE

B46-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
B46-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES POSTAL SERVICE
-----FOREST PARK,
IL, USPS, CHICAGO BULK MAIL CENTER, 7500 WEST ROOSEVELT ROAD
60130-2296
COOK COUNTYDELIVERY FEDAAC: 185ACL
ORDERING OFFICE: 708-488-3265

B55-08 RFG REGULAR UNLEADED (MRR) 42,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE

B55-67 DIESEL FUEL #1, LOW SULF (LS1) 67,800 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: NOV - MAR

B55-68 DIESEL FUEL #2, LOW SULF (LS2) 156,300 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE

ITEM
NUMBERESTIMATED
QUANTITY UI-----
VETERANS AFFAIRS

HINES,
 IL, VA, MEDICAL CENTER, EDWARD HINES JR, VA HOSPITAL, FIFTH &
 ROOSEVELT ROAD 60141-9998
 COOK COUNTY
 DELIVERY FEDAAC: 365121
 ORDERING OFFICE: 708-216-2366

B61-08 RFG REGULAR UNLEADED (MRR) 208,400 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/3,000 GALLON TANK
 ANTICIPATE 50% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

B61-46 FUEL OIL, BURNER #2 (FS2) 208,400 GL

TANK TRUCK (TT), INTO
 4/34,000 GALLON TANKS
 2/26,000 GALLON TANKS
 DELIVERY TICKET REQUIRED

B61-70 DIESEL FUEL #2, HIGH SUL (HS2) 62,500 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/7,500 GALLON TANK
 2/4,000 GALLON TANKS
 3/1,000 GALLON TANKS
 1/560 GALLON TANK
 1/500 GALLON TANK
 ANTICIPATE 0% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

ITEM
NUMBERESTIMATED
QUANTITY UI-----
DEPARTMENT OF JUSTICE

MARION,
IL, DJ, US PENITENTIARY, BETWEEN ROUTE #37, #57 AND #148 ON LITTLE
GRASSY ROAD, 1.4 MILES NORTH OF GRANGE CHURCH,
WILLIAMSON COUNTY
DELIVERY FEDAAC: 155103
ORDERING OFFICE: 618-964-1987

B70-70 DIESEL FUEL #2, HIGH SUL (HS2) 35,500 GL

TANK WAGON (TW), W/PUMP AND METER INTO
3/2,000 GALLON TANKS
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

PEKIN,
IL, DJ, FEDERAL CORRECTION INSTITUTE INSTI, 2600 SOUTH SECOND STREET
TAZEWELL COUNTY
DELIVERY FEDAAC: 1562E6
ORDERING OFFICE: 309-346-8588 X 1052

B72-24 GASOHOL, REG UNL (GUR) 50,000 GL

TANK TRUCK (TT), INTO
1/15,000 GALLON BELOW GROUND TANK (NEAR GARAGE
AREA, OUTSIDE SECURED PERIMETER OF SECURITY
FENCE.)
ANTICIPATE 0% ON HIGHWAY USE

ITEM
NUMBERESTIMATED
QUANTITY UI-----
DEPARTMENT OF JUSTICE

B72-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO
 1/15,000 GALLON BELOW GROUND TANK (NEAR GARAGE
 AREA, OUTSIDE SECURED PERIMETER OF SECURITY
 FENCE.)
 ANTICIPATE 0% ON HIGHWAY USE
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 B72-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

UNITED STATES POSTAL SERVICE

CAROL STREAM,
 IL, USPS, VMF, 500 EAST FULLERTON AVENUE 60199-9721
 DU PAGE COUNTY
 DELIVERY FEDAAC: 185A6E
 ORDERING OFFICE: 708-260-5405

B88-07 RFG MIDGRADE UNLEADED (MMR) 260,400 GL

TANK TRUCK (TT), INTO
 1/12,000 GALLON TANK
 ANTICIPATE 100% ON HIGHWAY USE

B88-67 DIESEL FUEL #1, LOW SULF (LS1) 260,400 GL

TANK TRUCK (TT), INTO
 1/10,000 GALLON TANK
 ANTICIPATE 100% ON HIGHWAY USE
 DELIVERY: NOV THRU MAR

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES POSTAL SERVICE

CAROL STREAM,
IL, USPS, VMF, 500 EAST FULLERTON AVENUE 60199-9721
DU PAGE COUNTY
DELIVERY FEDAAC: 185A6E
ORDERING OFFICE: 708-260-5405

B88-68 DIESEL FUEL #2, LOW SULF (LS2) 260,400 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY: MAR THRU NOV

DEPARTMENT OF AGRICULTURE

AMES
IA, DA, ARS, NATIONAL ANIMAL DISEASE CENTER, 2 MI NE.
STORY COUNTY
DELIVERY FEDAAC: 126125
ORDERING OFFICE: 515-239-8246

C01-19 GASOHOL, MID UNL (GUM) 58,000 GL

TANK TRUCK (TT), INTO
1/6,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 50% ON HIGHWAY USE

C01-26 GASOLINE, MID UNL (MUM) 0 GL

TANK TRUCK (TT), INTO
1/6,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 50% ON HIGHWAY USE
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
C01-19. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES POSTAL SERVICE
-----COUNCIL BLUFFS,
IA, USPS, 8 SOUTH 6TH STREET 51501-9998
POTTAWATTAMIE COUNTY
DELIVERY FEDAAC: 186138
ORDERING OFFICE: 402-348-2812

C16-24 GASOHOL, REG UNL (GUR) 50,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE

C16-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
C16-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.-----
VETERANS AFFAIRS
-----IOWA CITY,
IA, VA, MEDICAL CENTER, HIGHWAY 6 WEST 52246
JOHNSON COUNTY
DELIVERY FEDAAC: 366101
ORDERING OFFICE: 319-339-7181

C41-46 FUEL OIL, BURNER #2 (FS2) 31,250 GL

TANK TRUCK (TT), W/PUMP INTO
2/25,000 GALLON TANKS
3/20,000 GALLON TANKS

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES POSTAL SERVICE
-----DETROIT
MI, USPS, VMF, 1770 14TH STREET 48216-1840
WAYNE COUNTY
DELIVERY FEDAAC: 185442
ORDERING OFFICE: 313-226-8500

D19-67 DIESEL FUEL #1, LOW SULF (LS1) 222,100 GL

TANK WAGON (TW), W/PUMP AND METER INTO
2/6,000 GALLON TANKS
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: NOV THRU MAR

D19-68 DIESEL FUEL #2, LOW SULF (LS2) 258,400 GL

TANK WAGON (TW), W/PUMP AND METER INTO
2/6,000 GALLON TANKS
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: APR THRU OCT

ITEM
NUMBERESTIMATED
QUANTITY UI-----
VETERANS AFFAIRS
-----BATTLE CREEK,
MI, VA, MEDICAL CENTER, 5500 ARMSTRONG ROAD
CALHOUN COUNTY

DELIVERY FEDAAC: 365406

ORDERING OFFICE: 616-966-5600 EXT 4223

D33-24 GASOHOL, REG UNL (GUR) 26,100 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/2,500 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

D33-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/2,500 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
D33-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

D33-67 DIESEL FUEL #1, LOW SULF (LS1) 46,900 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/8,000 GALLON ABOVE GROUND TANK(S)
13/565 GALLON ABOVE GROUND TANK(S) (FOR
GENERATORS)
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES COAST GUARD
-----DOLLAR BAY,
MI, CG, 100 CHIPPEWA TRAIL
HOUGHTON COUNTY
DELIVERY FEDAAC: Z30405
ORDERING OFFICE: 906-482-3253

D41-22 GASOHOL, PREM UNL (GUP) 21,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/1,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

D41-27 GASOLINE, PREM UNL (MUP) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/1,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
D41-22. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

D41-70 DIESEL FUEL #2, HIGH SUL (HS2) 21,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/2,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

HOUGHTON,
MI, DI, NATL PARK SERVICE, ISLE ROYAL NATIONAL PARK
HOUGHTON COUNTY

DELIVERY FEDAAC: 1454FO
ORDERING OFFICE: 906-482-0986

D45-28	GASOLINE, REG UNL (MUR)	28,000	GL
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TANK WAGON (TW), W/PUMP AND METER INTO
1/12,000 GALLON TANK ON A BARGE.
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

D45-68	DIESEL FUEL #2, LOW SULF (LS2)	173,700	GL
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TANK WAGON (TW), W/PUMP AND METER INTO
1/2,500 GALLON TANK
1/1,500 GALLON TANK
2/270 GALLON BELOW GROUND TANK(S) AT VARIOUS
LOCATIONS ON HGS SITE WITHIN A 16 MILE RADIUS.
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

64

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES POSTAL SERVICE
-----TROY,
MI, USPS, VMF, 2351 BELLINGHAM STREET 48083-9120
OAKLAND COUNTY
DELIVERY FEDAAC: 1854SH
ORDERING OFFICE: 810-524-3717

D79-67 DIESEL FUEL #1, LOW SULF (LS1) 90,300 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY: NOV THRU MAR

D79-68 DIESEL FUEL #2, LOW SULF (LS2) 180,600 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY: APR THRU OCT

DULUTH
MN, USPS, VMF, 2800 WEST MICHIGAN STREET, 55806-9601
ST. LOUIS COUNTY
DELIVERY FEDAAC: 1863XS
ORDERING OFFICE: 218-723-2570

E09-24 GASOHOL, REG UNL (GUR) 118,100 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES POSTAL SERVICE

E09-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO
 1/10,000 GALLON TANK
 ANTICIPATE 50% ON HIGHWAY USE
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 E09-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

DEPARTMENT OF JUSTICE

DULUTH,
 MN, DJ, PRISON CAMP BUILDING 318, STEBNER ROAD
 SAINT LOUIS COUNTY
 DELIVERY FEDAAC: 155707
 ORDERING OFFICE: 218-722-8634

E11-24 GASOHOL, REG UNL (GUR) 28,125 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/4,000 GALLON TANK
 NOTE: DELIVERY TRUCKS CAN DRIVE THROUGH THE TRUCK
 ENTRANCE, PROCEED DIRECTLY TO THE GARAGE AREA,
 AND WAIT FOR ASSISTANCE FROM THE GARAGE FOREMAN.
 ANTICIPATE 0% ON HIGHWAY USE
 ESCORT REQUIRED

ITEM NUMBER		ESTIMATED QUANTITY	UI
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DEPARTMENT OF JUSTICE

DULUTH,
MN, DJ, PRISON CAMP BUILDING 318, STEBNER ROAD
SAINT LOUIS COUNTY
DELIVERY FEDAAC: 155707
ORDERING OFFICE: 218-722-8634

E11-28	GASOLINE, REG UNL (MUR)	0	GL
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TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON TANK
NOTE: DELIVERY TRUCKS CAN DRIVE THROUGH THE TRUCK
ENTRANCE, PROCEED DIRECTLY TO THE GARAGE AREA,
AND WAIT FOR ASSISTANCE FROM THE GARAGE FOREMAN.
ANTICIPATE 0% ON HIGHWAY USE
ESCORT REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
E11-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

DEPARTMENT OF INTERIOR

INTERNATIONAL FALLS,
MN, DI, KABETOGAMA NARROWS VISITOR CENTER, ASH RIVER TRAIL
ST LOUIS COUNTY
DELIVERY FEDAAC: 1463T6
ORDERING OFFICE: 218-283-9821

E19-22	GASOHOL, PREM UNL (GUP) MINIMUM AKI OCTANE 92%	50,000	GL
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TANK WAGON (TW), W/PUMP AND METER INTO
3/1,000 GALLON TANKS
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

DEPARTMENT OF INTERIOR

ITEM
NUMBERESTIMATED
QUANTITY UI

 UNITED STATES POSTAL SERVICE

MINNEAPOLIS,
 MN, USPS, VMF, 1144 FILLMORE STREET NORTHEAST 55413-1683
 HENNEPIN COUNTY
 DELIVERY FEDAAC: 1863XT
 ORDERING OFFICE: 612-349-4993

E29-24	GASOHOL, REG UNL (GUR)	145,900 GL
	TANK TRUCK (TT), INTO 1/12,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE	
E29-28	GASOLINE, REG UNL (MUR)	0 GL
	TANK TRUCK (TT), INTO 1/12,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM E29-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	
E29-67	DIESEL FUEL #1, LOW SULF (LS1)	121,600 GL
	TANK TRUCK (TT), INTO 2/12,000 GALLON TANKS ANTICIPATE 50% ON HIGHWAY USE DELIVERY: NOV THRU MAR	
E29-68	DIESEL FUEL #2, LOW SULF (LS2)	1,180,600 GL
	TANK TRUCK (TT), INTO 2/12,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY: APR THRU OCT	

ITEM NUMBER		ESTIMATED QUANTITY	UI
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UNITED STATES POSTAL SERVICE

MINNEAPOLIS,
MN, USPS, BLOOMINGTON BRANCH C 9641 GARFIELD AVENUE SOUTH, 55420-9998

HENNEPIN COUNTY
DELIVERY FEDAAC: 1863UG
ORDERING OFFICE: 612-349-4993

E35-24	GASOHOL, REG UNL (GUR)	118,100	GL
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TANK TRUCK (TT), INTO
2/4,000 GALLON TANKS
ANTICIPATE 100% ON HIGHWAY USE
MULTIPLE DROP

E35-28	GASOLINE, REG UNL (MUR)	0	GL
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TANK TRUCK (TT), INTO
2/4,000 GALLON TANKS
ANTICIPATE 100% ON HIGHWAY USE
MULTIPLE DROP
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
E35-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

HEALTH & HUMAN SERVICES

RED LAKE,
MN, HHS, PUBLIC HEALTH SERVICE, INDIAN HOSPITAL, 33 MILES NORTH OF
BEMIDJI ON STATE HIGHWAY #89, 56671
BELTRAMI COUNTY
DELIVERY FEDAAC: 7567J0
ORDERING OFFICE: 218-679-3912

E45-46 FUEL OIL, BURNER #2 (FS2) 300,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK TRUCK (TT), INTO
1/21,130 GALLON TANK
1/15,850 GALLON TANK
DELIVERY HOURS: 0800-1700
MULTIPLE DROP

DEPARTMENT OF JUSTICE

ROCHESTER,
MN, DJ, FEDERAL MEDICAL CENTER, 2110 EAST CENTER STREET,
OLMSTEAD COUNTY
DELIVERY FEDAAC: 155709
ORDERING OFFICE: 507-287-0477

E48-24 GASOHOL, REG UNL (GUR) 37,500 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON TANK
ANTICIPATE 95% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
ESCORT REQUIRED
DELIVERY: 0800 - 1030 AND 1100 - 1500

ITEM
NUMBERESTIMATED
QUANTITY UI-----
DEPARTMENT OF JUSTICE

ROCHESTER,
MN, DJ, FEDERAL MEDICAL CENTER, 2110 EAST CENTER STREET,
OLMSTEAD COUNTY
DELIVERY FEDAAC: 155709
ORDERING OFFICE: 507-287-0477

E48-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON TANK
ANTICIPATE 95% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
ESCORT REQUIRED
DELIVERY: 0800 - 1030 AND 1100 - 1500
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
E48-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

VETERANS AFFAIRS

ST CLOUD,
MN, VA, MEDICAL CENTER, 4801 8TH STREET, NORTH
STEARNS COUNTY
DELIVERY FEDAAC: 3663A3
ORDERING OFFICE: 320-255-6388

E49-46 FUEL OIL, BURNER #2 (FS2) 105,000 GL

TANK TRUCK (TT), INTO
2/40,000 GALLON TANKS

ITEM
NUMBERESTIMATED
QUANTITY UI

UNITED STATES POSTAL SERVICE

ST PAUL,
MN, USPS, VMF, 314 EVA STREET 55107-1695
RAMSEY COUNTY
DELIVERY FEDAAC: 1863XV
ORDERING OFFICE: 612-293-3172

E51-24	GASOHOL, REG UNL (GUR)	167,000 GL
	TANK TRUCK (TT), INTO 1/12,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE	
E51-28	GASOLINE, REG UNL (MUR)	0 GL
	TANK TRUCK (TT), INTO 1/12,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM E51-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	
E51-67	DIESEL FUEL #1, LOW SULF (LS1)	225,000 GL
	TANK TRUCK (TT), INTO 1/15,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY: NOV - MAR	
E51-68	DIESEL FUEL #2, LOW SULF (LS2)	368,100 GL
	TANK TRUCK (TT), INTO 1/15,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE	

ESTIMATED QUANTITY	UI
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UNITED STATES POSTAL SERVICE

E61-68	DIESEL FUEL #2, LOW SULF (LS2)	55,600	GL
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TANK WAGON (TW), W/PUMP INTO
1/560 GALLON TANK
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

DEPARTMENT OF JUSTICE

E68-24	GASOHOL, REG UNL (GUR)	38,000	GL
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TANK WAGON (TW), W/PUMP INTO
1/8,000 GALLON ABOVE GROUND TANK(S) AT
INSTITUTION
GARAGE
ANTICIPATE 50% ON HIGHWAY USE

E68-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP INTO
1/8,000 GALLON ABOVE GROUND TANK(S) AT
INSTITUTION
GARAGE
ANTICIPATE 50% ON HIGHWAY USE
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
E68-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES POSTAL SERVICE
-----MADISON,
WI, USPS, 3902 MILWAUKEE STREET 53707-7575
DANE COUNTY
DELIVERY FEDAAC: 1856HB
ORDERING OFFICE: 608-246-1300

F26-24 GASOHOL, REG UNL (GUR) 165,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON TANKS
ANTICIPATE 100% ON HIGHWAY USE

F26-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON TANKS
ANTICIPATE 100% ON HIGHWAY USE
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
F26-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

F26-68 DIESEL FUEL #2, LOW SULF (LS2) 122,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1500

ITEM NUMBER		ESTIMATED QUANTITY	UI
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VETERANS AFFAIRS			

MILWAUKEE			
WI, VA, MEDICAL CENTER, 5000 WEST NATIONAL AVENUE			
MILWAUKEE COUNTY			
DELIVERY FEDAAC: 365611			
ORDERING OFFICE: 414-384-2000 EXT 1380			

F66-08	RFG REGULAR UNLEADED (MRR)	100,000	GL
TANK TRUCK (TT), INTO			
1/8,000 GALLON TANK			
ANTICIPATE 50% ON HIGHWAY USE			

K1.01-8 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALT I) (OCT 1998)

(a) (1) The standard industrial classification (SIC) code for this acquisition is _____.

(2) The small business size standard is _____.

(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

(b) REPRESENTATIONS.

(1) The offeror represents as part of its offer that it--

☐ is,
☐ is not

a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in subparagraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

☐ is,
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it--

☐ is,
☐ is not

a women-owned small business concern.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa,

K1.01-8 CONT'D

Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[] Individual/concern, other than one of the preceding.

(c) DEFINITIONS.

(1) **Small business concern**, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(2) **Woman-owned small business concern**, as used in this provision, means a small business concern--

(i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) NOTICE.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alt I)

K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 1998)(DEVIATION)(ALT I)

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K1.01-9 CONT'D**(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).****(i) TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(ii) CORPORATE STATUS.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(iii) COMMON PARENT.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) SMALL BUSINESS CONCERN. The offeror represents as part of its offer that it--

☐ is

☐ is not

a small business concern.

(2) SMALL DISADVANTAGED BUSINESS CONCERN. The offeror represents that it--

☐ is

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

K1.01-9 CONT'D

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN.** The offeror represents that it--

☐ is
☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) **WOMEN-OWNED BUSINESS CONCERN.** The offeror represents that it -

☐ is
☐ is not

a woman owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

K1.01-9 CONT'D

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) **(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Business Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.

K1.01-9 CONT'D

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.

(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It--

☐ has

☐ has not

filed all required compliance reports.

(2) AFFIRMATIVE ACTION COMPLIANCE. The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

K1.01-9 CONT'D

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

[] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is included in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

K1.01-9 CONT'D

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.) (Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.) (Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is included in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number) (Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number) (Insert country of origin)

K1.01-9 CONT'D

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

☐ are
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ Have or
☐ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

☐ are or
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/AltI)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

K1.05 CONT'D

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
 - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.
- (DFARS 252.212-7000)

K2.01 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)

(a) **GENERAL.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) **REPRESENTATIONS.**

(1) **GENERAL.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) [] It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification.

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

(ii) [] It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements of 13 CFR 124.1002(f) and that the representations in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. {The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____ }

(c) **PENALTIES AND REMEDIES.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the small Business

Act.

(FAR 52.219-22)

L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1998)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) **IFBs ONLY.**

(i) Facsimile bids **ARE NOT** authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(c) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(d) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(e) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(f) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(g) **LATE OFFERS.**

(1) **FOR IFBs.** See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

(2) **FOR RFPs.**

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

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(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is **1:00 P.M.**, local time for the designated Government office.

(h) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(i) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(j) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(k) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

L2.05-5 CONT'D**(l) CONTRACT AWARD.****(1) RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(m) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 L'ENFANT PLAZA, SW, SUITE 8100
WASHINGTON, DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4, SECTION D
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5094
TELEPHONE: (215) 697-2667/2179
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

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(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.dla.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address.

II.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (APR 1998)

(a) **INSPECTION/ACCEPTANCE.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

11.03-1 CONT'D

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with FAR Clause 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

II.03-1 CONT'D

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4)

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (OCT 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

[☒] 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

[☒] 52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

[☒] 52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

[☒] 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

[☐] 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). [☐] Alt I.

[☒] 52.222-26, Equal Opportunity (E.O. 11246).

II.04 CONT'D

- ☒ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
- ☐ 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ☐ 52.225-19, European Union Sanction for Services (E.O. 12849).
- ☐ 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). ☐ Alt I.
- ☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

- ☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
- ☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

11.04 CONT'D

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 1998)

(a) The Contractor agrees to comply with the following clauses, which are included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components:

252.247-7023 Transportation of Supplies by Sea

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

[] 252.205-7000 Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416

[] 252.206-7000 Domestic Source Restriction, 10 U.S.C. 2304

[x] 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637

[] 252.219-7005 Incentive for Subcontracting with Small Business Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions, 10 U.S.C. 2301 note

[] 252.225-7001 Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582

[] 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program ([] Alt I), 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note

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- ☐ 252.225-7012 Preference for Certain Domestic Commodities
- ☐ 252.225-7014 Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note
- ☒ 252.225-7021 Trade Agreements ([☐] Alt I), 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- ☒ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program ([☐] Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
- ☐ 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- ☐ 252.243-7002 Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631 (DFARS 252.212-7001)

K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS
(CONT'D) (DFSC MAY 1997)

SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.

(a) The representation in (b) below concerning the offeror's manufacturing source applies to small business set-aside line items and SDB evaluation preference line items only. To be eligible for either of these, the representation must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. Failure to hereby so state below and failure to submit same with the offeror may render the offer ineligible for award in either of these types of programs.

(b) The small business concern represents as part of its offer that—

☐ all

☐ not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Systems.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

K1.06 CONT'D

A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DFSC MAY 1994)

(a) **DEFINITIONS.**

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Fuel Supply Center (DFSC) may utilize EDI for certain documents in contracts awarded under this solicitation. DFSC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DFSC and the Contractor will enter into a TPA.

(c) ☐ A check in this block indicates that the Contractor has already entered into a TPA with DFSC.

(d) Upon submission of the following data, DFSC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

K5 CONT'D

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DFSC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DFSC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DFSC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)**(a) FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[] YES

[] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

(4) RETURN OF INVOICES BY THE PAYING OFFICE.

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

(For overseas locations, include the country code)

(b) ELECTRONIC INVOICING (EDI)

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will

(2) K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

K45.01 CONT'D

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[] YES

[] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

K85 CONT'D

(ii) Holding a management position in the firm, such as director or officer;
 (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

L2.29 MASTER SOLICITATION (DFSC JUN 1997)

(a) This solicitation is a master solicitation for the Region 5 Post Camps & Stations (3.25) Purchase Program. This master solicitation contains the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, this master solicitation should be retained for the duration of the program). However, each supplemental solicitation will be considered a separate and individual solicitation.

(b) The initial opening/closing date for the solicitation is 12 January 1999. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

L3.03 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m., one working day prior to the date specified for receipt of bids.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerks to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

L3.03 CONT'D

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal Government processes resume.

(FAR 52.214-7)

L4.04 CONTRACT AWARD - SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. **UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, BIDS MAY BE SUBMITTED FOR QUANTITIES LESS THAN THOSE SPECIFIED. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED, AT THE UNIT PRICES OFFERED, UNLESS THE BIDDER SPECIFIES OTHERWISE IN THE BID.**

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(FAR 52.214-10)

L5.01 AGENCY PROTESTS (DFSC AUG 1997) - DLAD

(a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DFSC Commodity Business Unit Director.

(b) Protests filed with the Director, DFSC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the DFSC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest, it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.)

(c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.

(d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, revised)

L44 PRICES (DFSC DEC 1991)

(a) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(b) **FOR PC&S ONLY:** The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. Unit prices shall not exceed five digits to the right of the decimal (e.g., \$1.03045). Prices offered that consist of more than five digits to the right of the decimal will be rounded to five digits to the right of the decimal for award purposes.

(DFSC 52.216-9F52)

L46 SINGLE UNIT PRICE REQUIRED (DFSC JUN 1996)

Subparagraph (b)(4) of the DELIVERY CONDITIONS (by various means) clause defines the minimum amount of product that can be required in a single delivery for tank wagons. All offerors must offer a single unit price to provide for the minimum required delivery for tank wagons. All offerors must offer a single unit price to cover any quantity of product that may be required in a single delivery under the contract. Offers that provide for a unit price that fluctuates according to the quantity delivered in a single delivery are not acceptable.

L54 SITE VISIT (DFSC OCT 1992)

(a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L96 ADMINISTRATION OF THE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PROGRAM CLAUSES (DFSC MAY 1996)

The SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PROGRAM clauses contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District. (DFSC 52.242-9F06)

L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DFSC JUN 1997)

[] Check here if not subcontracting with a transportation company in the performance of any resultant contract.

In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.

(b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsive.

(c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DFSC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DFSC 52.252-9F01)

M16.01 EVALUATION OF BIDS FOR MULTIPLE AWARDS (MAR 1990)

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs. (FAR 52.214-22)

M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DFSC DEC 1993)

(a) Where an activity can accept either gasohol or gasoline, the item numbers and delivery narratives in the Schedule will be shown for each type product. Offerors may offer on either or both products. Any award will be made for the product that receives the lowest evaluated offer. The Government will use an evaluation factor based on the difference between the Federal Excise Tax (FET) for gasoline and gasohol at the prevailing rate on the date of bid opening or closing of negotiations. This difference, adjusted by the anticipated percentage of on-highway use as shown in the delivery schedule, will be deducted from the gasohol offered price(s) prior to the application of other applicable evaluation criteria.

(b) Do not include the FET for either product in your offer price.

(DFSC 52.214-9F02)

ADDENDUM #2

POST AWARD SOLICITATION CLAUSES

B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUN 1997)(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--(1) **Base price** means--

(i) The unit price offered for an item and included in the contract award schedule; or

(ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

(2) **Base reference price** means the preselected reference price for an item as published on 26 October 1998. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.

(4) **Date of delivery** means--(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

(5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.

(c) **ADJUSTMENTS.** The Contracting Officer shall issue a modification to the contract to reflect any price change pursuant to this clause.

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

(ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

(2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(i) If averages are published within a given publication, then these averages will be used.

(ii) If averages are not available within a given publication, manually calculated averages will be used.

(3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions--
the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments

B19.19 CONT'D

hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **PUBLICATIONS:** The following publication(s) is (are) used:

OPIS-Oil Price Information Service Pad Reports-Average price for the city and product(s) noted (use for Gasolines-Clear, Oxygenated, and Reformulated; No. 2 Low and High Sulfur, and No. 1 Low Sulfur).

PLATT's -Platt's Oilgram Price Report-Five Day Rolling Average Table 5 Days Ending on Friday. The average of the high and low price for the location and product noted (Residual).

(DESC 52.216-9F27)

C16.69 SPECIFICATIONS (DESC SEP 1998)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product which complies with the more stringent requirement. Product which fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

C16.69 CONT'D

NOTE: Gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-00-148-7103	Gasoline, Regular Unleaded	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	89
9130-00-148-7104	Gasoline, Premium Unleaded	91

(1) The following oxygenates are permitted at this time:

<u>OXYGENATE</u>	<u>VOLUME % ALLOWED</u>
Ethanol (only during the oxygenated fuel season)	9.0 min. to 11.0 max.
Methyl tertiary-butyl ether (MTBE)	15.0 max.
Ethyl tertiary-butyl ether (ETBE)	17.0 max.

(2) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(3) In addition to an AKI of 87 minimum, the MON must not be less than 82.

(4) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated October 10, 1995, applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-090-1093	Gasohol, Regular Unleaded	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	89
9130-01-090-1094	Gasohol, Premium Unleaded	91

C16.69 CONT'D

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule", published in the February 16, 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-388-4080	Reformulated Gasoline, Regular	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	89
9130-01-388-4524	Reformulated Gasoline, Premium	91

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of permissible oxygenate into gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTRACT OF 0.05 WEIGHT PERCENT.

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, DF1, AND DFA ONLY.**

Product shall conform to the following salient characteristics as extracted from Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996:

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

C16.69 CONT'D**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(i) The fuel shall be composed of petroleum hydrocarbon fractions meeting the requirements of ASTM D 975, except as noted below.

(A) A fuel stabilizer additive/biocide conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuels for intermediate (6-18 months) and long-term (18-25 months) periods of storage by preventing fuel deterioration and microbiological growth. Additive concentrations are given in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver conforming to MIL-I-25017 may be blended into the fuel to inhibit corrosion. Additive concentration limits are given the latest revision of QPL-25017. If MIL-I-25017 is used as a lubrication improver, then up to 250 parts per million (ppm) may be added to the fuel.

(C) Fuel system icing inhibitor conforming to MIL-I-85470 may be blended into the fuel to purge small quantities of water from the fuel system and to prevent the formation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with FED-STD-791, methods 5327, 5330, 5340, or 5342.

(ii) The diesel fuel oil shall meet the physical and chemical requirements of ASTM D 975, with the following exceptions:

(A) The maximum cloud point (see 7.2 of CID A-A-52557) shall be equal to or lower than the tenth percentile minimum ambient temperature for the area in which ambient temperatures for U.S. locations are shown in Appendix X2 of ASTM D 975.

(B) Total particulate level as measured by ASTM D 5452 shall not exceed 10 mg/L.

(iii) The Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel fuel as a means of identification. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975 as shown below:

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05wt%	Yes

C16.69 CONT'D**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

(i) Unless otherwise specified in the Schedule, the cloud point shall be not more than the tenth percentile minimum temperature specified in Appendix X2 of ASTM D 975.

(ii) As a means of identification, the IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

APPLICABLE TO ALL GRADES. Blending of one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted.

However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(4) **APPLICABLE TO #1 DIESEL GRADES ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10°F (-12°C). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional diesel fuel requirements.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6.** ASTM D 396 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>
9140-00-247-4366	Fuel Oil, Burner 1
9140-00-247-4365	Fuel Oil, Burner 2
9140-01-107-6139	Fuel Oil, Burner 4(Light)
9140-00-247-4360	Fuel Oil, Burner 4
9140-01-058-4431	Fuel Oil, Burner 5(Light)
9140-00-247-4359	Fuel Oil, Burner 5(Heavy)
9140-00-247-4354	Fuel Oil, Burner 6

(1) Refer to the Schedule of the maximum allowable sulfur content for Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or state/local environmental requirements, whichever is more stringent.

(2) **FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6.** All residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. When the fuel oil offered contains used oil or other recycled petroleum components, the product shall meet the additional minimum specification requirements as follows:

C16.69 CONT'D

ALLOWABLE MAXIMUM		REQUIRED DETECTION		
<u>CONSTITUENT/PROPERTY</u>	<u>TEST METHOD</u> ¹	<u>LIMIT</u>	<u>LEVEL</u>	
1. Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max	
2. Cadmium	EPA SW-846 6010 ^{2,3}	0.2 ppm max	2 ppm max	
3. Chromium	EPA SW-846 6010 ^{2,3}	1.0 ppm max	10 ppm max	
4. Lead	EPA SW-846 6010 ^{2,3}	10 ppm max	100 ppm max	
5. Total Halogens	EPA SW-846 5050/9056 ⁵	NA	1000 ppm max	
6. Flash Point	ASTM D 93	NA	100 ⁰ F (38 ⁰ C) min	

C16.69-5 SPECIFICATIONS (CONT'D) (REGION 5) (DESC DEC 1995)

(a) **GASOLINE OXYGENATION REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied either gasoline or gasohol that conforms to Federal, State, and local regulations for minimum oxygen content. The requirements for oxygenated gasoline shown below are based on information published by the Environmental Protection Agency (EPA) in the Federal Register dated November 6, 1991 and information published by the Minnesota Department of Public Services and are subject to change before or during the contract performance period.

(1) BEFORE OCTOBER 1, 1997

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
MINNESOTA COUNTIES	Year Round	2.7 Wt%
Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Washington, Wright		

(2) AFTER SEPTEMBER 30, 1997

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
MINNESOTA (entire state)	Year Round	2.7 Wt%

(b) **GASOLINE REFORMULATION REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied reformulated gasoline that conforms to Federal regulations for oxygen content. The requirements compiled below are based on information published by the EPA in the Federal Register dated February 16, 1994, the Illinois EPA, and the Wisconsin Department of Natural Resources and reflect the impact of Federal and State regulations. These requirements are subject to change before or during the contract performance period.

C16.69-5 CONT'D

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
ILLINOIS COUNTIES	Year Round	2.0 Wt%
Cook, Du Page, Kane, Lake, McHenry, Will		
ILLINOIS TOWNSHIPS	Year Round	2.0 Wt%
Aux Sable, Gooselake (located within Grundy County), Oswego (located within Kendall County)		
WISCONSIN COUNTIES	Year Round	2.0 Wt%
Kenosha, Milwaukee, Ozaukee, Racine, Washington, Waukesha		

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

E5 CONT'D

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract. If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC APR 1996)

(a) It is the policy of the Government that supplies or services that do not conform in all respects to the contract requirements should be rejected. However, there may be circumstances when acceptance of such nonconforming supplies or services is in the interest of the Government. No deviation will be granted unless specifically approved by the Contracting Officer or duly authorized representative.

(b) The following procedures apply to requests for specification waivers.

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Directorate of Quality Assurance and Technical Operations, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES - FIXED-PRICE clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate action such as rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

E37 SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC JAN 1992)

(a) **SOURCE RESTRICTION.**

(1) If the Contractor delivers any product that is determined to be off-specification, the Contracting Officer (CO) shall thereafter have the right, upon giving 10 days' written notice, to require the Contractor to designate a single source of supply for each destination set forth in the contract.

(2) In addition to the name of a single source of supply, the Contractor must provide the address of the terminal or loading point to be used in drawing the requirements for each item in the contract.

(3) The Contractor may change suppliers only after requesting and receiving the express written approval of the CO.

(b) **SOURCE INSPECTION.**

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- (1) If serious quality problems arise or if a quality problem recurs, for which the Contractor was supposed to have taken corrective action, the CO shall, in addition to Source Restriction, have the right to change the inspection point from destination to origin by advising the Contractor in writing of the change.
- (2) At the time the change becomes effective--
 - (i) All appropriate clauses relating to origin inspection shall be incorporated into the contract for the items(s) involved;
 - (ii) Source Restriction, if not already in force, will be invoked for all items involved, in accordance with (a) above; and
 - (iii) The cognizant DCMC office, upon written notification by the CO, will become the office responsible for inspection at the origin loading or filling point and for providing necessary field assistance.
- (c) Failure to provide the information requested or to take prompt corrective action may result in the item(s) and/or contract being terminated for default.

F1.01-1 DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS (DFSC APR 1997)

IMPORTANT NOTE on **EPA TESTING OF UNDERGROUND TANKS**. If the "volumetric" method is used for annual EPA testing of underground tanks, the "topping off" of tanks for this test is outside the scope of DFSC requirements contracts.

- (a) **F.O.B. ORIGIN**. On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. transport truck, truck and trailer, or tank wagon—
 - (1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.
 - (2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.
- (b) **F.O.B. DESTINATION**. On items calling for delivery f.o.b. destination by means of transport truck, truck and trailer, or tank wagon--
 - (1) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:
 - (i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and
 - (ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.
 - (2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.
 - (3) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.
 - (4) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.
 - (5) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility, the Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.
 - (6) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.

F1.01-1 CONT'D

(7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility—

(i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment that is poorly maintained may be refused entrance to the installation by the installation Commander.

(ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

F1.09 DETERMINATION OF QUANTITY (DFSC NOV 1997)

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Shore tank measurements; or
- (b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of receiving shore tank measurements.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) **DELIVERIES INTO OR BY PIPELINE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Shipping tank measurements.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving tank measurements; or
- (b) Calibrated meter (if the facility is so equipped).

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **F.O.B. JUNCTION.** On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--

- (A) Calibrated meter; or
- (B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time of tank gaugings.

(C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(3) **DELIVERIES INTO OR BY RAIL TANK CAR.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Weight, using calibrated scales; or
- (c) The certified capacity table for the rail tank car.

F1.09 CONT'D

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--

(A) The certified capacity table of the rail tank car received; or

(B) Weight, using calibrated scales; or

(C) Calibrated meter.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(4) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.

(i) F.O.B. ORIGIN.

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Certified capacity tables of the conveyance loaded; or

(b) Calibrated meter; or

(c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

(A) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

(a) Weight, using calibrated scales; or

(b) A calibrated meter on the receiving tank system.

(B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Calibrated meter;

(b) Certified capacity tables. The tables must be made available at the time of delivery;

(c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or

(d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales. If this method is used, the Government reserves the right to redetermine the quantity received at time of delivery by gauging the receiving tank before and after delivery.

(iii) WATER BOTTOMS.

(A) Every delivery must be free of all water bottoms prior to discharge; and

(B) The Contractor is responsible for their removal and disposal.

(b) VOLUME CORRECTION. Volume correction to gallons at 60°F (or liters at 15°C) is required for--

(1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.

(2) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(3) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS) Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API MPMS Chapter 11.1, Volume Correction Factors (API 2540/AASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine shall be the referee method.

(i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).

(ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).

(iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).

F1.09 CONT'D

(iv) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meters at 15 °C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

(vi) If the original measurement is by weight and quantity is required in U.S. gallons, then--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 °F.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 °F.

(2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.

F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DFSC AUG 1996)

(a) For deliveries when temperature compensating meters are used to determine quantity, the shipping document shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.

(b) For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, subparagraph (b), the shipping document shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) For all other deliveries, the shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour: _____.

(2) Rate for detention beyond free time: _____.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) **DETENTION COSTS.** Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.212-9F19)

**F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S)
(DFSC JUN 1997)**

(a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.

(b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

F4 DELIVERY AND ORDERING PERIODS (DFSC AUG 1976)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering Period Begins: 01 MAY 1999 and Ends: 31 MAY 2001

(2) Delivery Period Begins: 01 MAY 1999 and Ends: 30 days after end of ordering period

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

F14.100 SHIPMENT AND ROUTING (DESC MAR 1998)

(a) The contractor shall make shipments of the supplies called for by this contract, or ordered hereunder, if this is an indefinite delivery contract, by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On f.o.b. destination items involving multiple car or load shipments, the Contractor shall assign one shipment number for shipments of Petroleum made on the same day, to the same destination, against the same contract line item.

(c) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, and barges (where sea suction and overboard discharge valves exist) at the point of loading. The marking on the seal shall be indicated on all shipping documents.

(d) Placards, as required by 49 CFR 172.506 and 49 CFR 172.508, shall be furnished and affixed to all tank cars and tank trucks by the Contractor unless placards are already affixed.

(e) The contractor shall inspect all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified Contractor personnel. Delegation of this responsibility shall not be passed to the tank operator/driver. The tank truck operator/driver may be permitted to physically load the tank truck; however, the loading operation must be under the surveillance and direction of Contractor personnel.

F98 DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS (DFSC OCT 1992)

(a) The Contractor shall comply with National Fire Protection Association (NFPA) standards and any other Federal, State, or local safety measures and environmental requirements applicable to the geographic location of the receiving activity. Special attention should be given to the safety measures required for items calling for truck-to-truck or truck-to-drum delivery of motor gasoline or aviation fuels (section 5 of the NFPA 30 standards for such measures as static protection, bonding/grounding procedures, etc.).

(b) The Contractor shall be responsible for using delivery conveyances that carry vapor recovery systems compatible with the storage/equipment used to receive motor gasoline or aviation fuel at the receiving activity. Further, the vapor recovery system on each conveyance shall be in compliance with the regulations promulgated by the U.S. Environmental Protection Agency or any other responsible State or local authority having jurisdiction over recovery of gasoline vapors.

F105 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to **each order under the contract**

(FAR 52.211-16)

G3 INVOICE NUMBERING REQUIREMENTS (DFSC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

G3.01 PAYMENT DUE DATE (DFSC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DFSC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____

(DO NOT EXCEED 25 CHARACTERS)

Four horizontal number lines are provided for graphing. Each line has 20 evenly spaced tick marks, but no numerical labels are present.

A horizontal number line with 20 tick marks, labeled from 0 to 19. The line is a solid black horizontal bar. Above the bar, there are 20 vertical tick marks, each corresponding to an integer from 0 to 19. The numbers are written in a simple, black, sans-serif font directly below each tick mark.

[illegible]

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G9.07 CONT'D

[] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15
CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in EITHER paragraph (c) OR paragraph (d) below.
Total space available for information entered in (c) OR (d) is 153 characters.

(c) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

(d) THIRD PARTY INFORMATION: Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information must be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

G9.07 CONT'D

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event CTX payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

(1) The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.

(3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

**G9.09 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
(AUG 1997)**

(a) **METHOD OF PAYMENT.** Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term **EFT** refers to the funds transfer and may also include the information transfer.

(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.

(1) The Contractor is required, as a condition of any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the paying office determines that submission of the information is not required. However, until January 1 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) **CONTRACTOR'S EFT INFORMATION.** Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) **REQUIRED EFT INFORMATION.** The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

G9.09 CONT'D

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payment only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly online to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) SUSPENSION OF PAYMENT.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the PROMPT PAYMENT clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the PROMPT PAYMENT clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) CONTRACTOR EFT ARRANGEMENTS. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer under the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing transfers.

(g) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT AND PROMPT PAYMENT.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the PROMPT PAYMENT clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

G9.09 CONT'D

(i) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the ASSIGNMENT OF CLAIMS clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) **PAYMENT OFFICE DISCRETION.** If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) **CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(FAR 52.232-33)

G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)**(a) SUBMISSION OF ELECTRONIC INVOICES.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices; and Addendum 824, Invoice Returns Notification.

(b) INVOICING ADDRESS.

(1) Electronic invoices for items paid for with DLA/DESC funds, as cited on the order form (DD Form 1155/ Standard Form 1449), shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(2) **SUBMISSION OF INVOICES.** Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets.

These 810 Transactions Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, shipment number, item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total.

(c) **PAYMENT.** Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(d) **CERTIFICATION OF RECEIPT.** See the SUBMISSION OF INVOICES FOR PAYMENT clause for receipt documentation.

(e) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Detention costs are allowable only on tank truck deliveries. Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DFSC APR 1997)

(f) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Detention costs are allowable only on tank truck deliveries. Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

NOTE 1: FOR FACSIMILE INVOICING, see the SUBMISSION OF INVOICES BY FACSIMILE clause.

G150.06 CONT'D

NOTE 2: See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **INVOICING OF ORDERS PLACED BY ARMY, NAVY (including Marines), AND OTHER DoD ACTIVITIES** (except Air Force, Alaska, Hawaii, and standby requirements):

(1) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Fuel Supply Center (DFSC) funds, as cited on the order, will be paid by DFSC and should be mailed to--

FOR GROUND FUELS (PC&S):

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-CO-SFFP
P.O. BOX 182317
COLUMBUS, OH 43218-6252

FOR COOL BARGE:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-CO-SFFB
P.O. BOX 182317
COLUMBUS, OH 43218-6250

(2) **CERTIFICATION OF RECEIPT.**

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (B) DD Form 1155, Order for Supplies or Services; or
- (C) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DFSC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(iv) The receiving activity will transmit three paying copies of the applicable form listed in (i) above to DFSC-FII, Fort Belvoir, VA, within two working days after receipt of product.

(3) **SUBMISSION OF INVOICES.**

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

(ii) Invoices submitted for payment shall be submitted in quadruplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and three copies clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

G150.06 CONT'D**(iii) COURIER DELIVERY OF INVOICES.**

(A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE
FUELS ACCOUNTING AND PAYMENTS
DFAS-CO-SFF
4280 EAST FIFTH AVE, BLDG. 6
COLUMBUS, OH 43219

(B) Invoices submitted by courier to the above address will be handled in a timely manner.

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES**, including standby requirements, Air Force and Federal Civil Agency items, and Alaska and Hawaii Army and Navy (including Marines) items.

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DFSC AUG 1995)

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001". The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity.

G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DFSC APR 1997)

NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS: This clause applies only to items for Army, Navy (including Marines), and other DoD activities (except Air Force, Alaska, Hawaii, GOCO, and standby requirements).

NOTE 2: See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: $7,529.4 = 7,529$ or $7,529.5 = 7,530$.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CO-SF cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-SF) at (800) 453-5014. If local (Columbus Metro Area), the Customer Service number is (614) 693-4994.

G150.11 CONT'D

Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-CO-SF FAX number is (614) 693-0670.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice “**ORIGINAL INVOICE - FAXED**” and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-SF specifically requests it.

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(a) The DD Form 250, Material Inspection and Receiving Report; or

(b) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(c) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DFSC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the DD Form 250 or SF 1449 will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the DD Form 250 or SF 1449 will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) **F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries—

(A) The Contractor shall also FAX a copy of the applicable receiving report to DFAS-CO-SFFP for BULK FUELS AND ALL OTHER COOL BARGE DELIVERIES. The receiving report shall be transmitted no later than three days after each delivery;

(B) The Contractor shall also FAX a copy of the applicable receiving report to DFSC-FII, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

(A) DD Form 250 (Material Inspection and Receiving Report); or

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: “**ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE.**”

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.**

(1) (**NOTE:** Detention costs are **not** allowable on tank wagon deliveries.) Since detention and demurrage costs are the sole responsibility of the activity incurring them, the Contractor shall FAX detention/demurrage cost invoices directly to the activity where the costs were incurred.

(2) **FOR COOL BARGE.** Claims for detention/demurrage shall be forwarded to the DFSC Contracting Officer's Technical Representative no later than 120 days after the completion of discharging hereunder, failing which, the Government shall be discharged from any and all liability in respect thereto.

(DFSC 52.232-9F07)

H3.01 EPA TESTING OF UNDERGROUND TANKS (DFSC JAN 1992)

If the "volumetric" method is used for annual EPA testing of underground tanks, the "topping off" of tanks for this test is outside the scope of DFSC requirements contracts.

I1.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://ccr.edi.disa.mil>. (DFARS 252.204-7004)

I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DFSC FEB 1996)

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess repurchase costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated repurchase effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

I11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract.

II1.04 CONT'D

This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

I27 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. (FAR 52.203-3)

I28.01 FEDERAL, STATE, AND LOCAL TAXES (DFSC NOV 1993) (DEVIATION)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax" means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax" means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)

(c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

I28.01 CONT'D

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DFSC 52.229-9F02)

I28.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEEs EXCLUDED FROM CONTRACT PRICE (DESC JUL 1998)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

(1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

<u>FET PER GALLON</u>	<u>PERCENTAGE OF ALCOHOL</u>
\$0.184	0.0% up to but not including 5.7%
\$0.1532	5.7% up to but not including 7.7%
\$0.1424	7.7% up to but not including 10%
\$0.130	10% and above

(2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.

(3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

(5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.

A Contractor authorized by IRS to sell fuel tax free should not invoice the FET on sales to the National Guard or on sales of jet fuel for military aircraft, aviation gasoline for military aircraft, motor gasoline used off-highway, and gasohol used off-highway. The ordering officer should be contacted for information on amounts of fuel used off-highway.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

I28.02-2 CONT'D

(f) **INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.

(g) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

(h) **LICENSES** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt. (DESC 52.229-9F04)

I28.03-2 TAX EXEMPTION CERTIFICATES (DFSC AUG 1995)

(a) **FEDERAL, STATE, AND LOCAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal, State, local excise tax, or Kentucky Sales and Use Tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer, except for (1) deliveries of motor gasoline or diesel fuel to Army and Navy activities, in which case requests for tax exemption certificates should be forwarded to the Ordering Officer, and (2) deliveries of all fuels to the National Guard, in which case such activities shall indicate the procedure for processing tax exemption certificates.

(b) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (b) will be issued by the Ordering Officer. (DFSC 52.229-9F10)

I33 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

THE FOLLOWING CLAUSE APPLIES TO UNRESTRICTED ITEMS ONLY AND, IF APPLICABLE, ANY TOTAL SET-ASIDE ITEMS.

I84 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 31 MAY 2001.

(FAR 52.216-21)

I86.03 DELIVERY-ORDER LIMITATIONS (PC&S) (DFSC MAY 1996)

This clause is applicable only to tank truck and tank wagon deliveries.

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to honor any order under this contract for less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified in the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be **OBLIGATION TO ORDER WHEN AN SDB PREFERENCE APPLIES (DEC 1991) DLAD**

Notwithstanding any other provisions of this contract, the Government is not obligated to order items under this contract when the statutory authority has expired for a price differential reflected in the price of the item.

(DLAD 52.219-9001)

obligated to honor any order for a single item/a combination of items/a series of orders from the same ordering office, within any given 30-day period, in excess of whichever of the following is applicable:

(1) If the total estimated contract quantity is 100,000 gallons or less, the Contractor shall not be required to deliver a quantity in excess of the total estimated contract quantity of the item/all the items/all the items on all the orders;

(2) If the total estimated contract quantity is between 100,000 and 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 50 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 100,000 gallons, whichever is greater; or

(3) If the total estimated contract quantity is greater than 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 35 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 250,000 gallons, whichever is greater.

I86.03 CONT'D

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in (b) above.

(d) Notwithstanding the foregoing, the Contractor shall honor any order received which exceeds the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may secure the supplies from another source.

(e) Nothing in either (b) or (c) above shall be construed to require a Contractor to furnish supplies in excess of the quantity directed to be supplied by the Department of Energy, in the event of a directed allocation, pursuant to the ALLOCATION clause. (DFSC 52.216-9F11)

I87 OBLIGATION TO ORDER WHEN AN SDB PREFERENCE APPLIES (DEC 1991) DLAD

Notwithstanding any other provisions of this contract, the Government is not obligated to order items under this contract when the statutory authority has expired for a price differential reflected in the price of the item. (DLAD 52.219-9001)

I171.01-2 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (MAR 1996)

(a) This clause does not apply to small business concerns.

(b) DEFINITIONS.

(1) **Commercial product**, as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product that, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

(2) **Subcontract**, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contracting or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, which separately addresses subcontracting with small business concerns, small disadvantaged business concerns, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

I171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (AUG 1998)

(a) **Failure to make a good faith effort to comply with the subcontracting plan** as used in this subpart, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

I171.07 CONT'D

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that Government may have.

(FAR 52.219-16)

I174.01 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (DFSC MAY 1997)

(a) To be eligible for the evaluation preference on the unrestricted portion of this solicitation, a Small Disadvantaged Business (SDB) must agree to provide only product manufactured/refined by a small business manufacturer/refinery. Product may not be furnished as a result of an exchange agreement with a large business.

(b) All SDBs expecting to receive the evaluation preference as described in the NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS clause hereby agree that only product manufactured/refined by the small manufacturer(s)/refinery(ies) identified on DFSC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with a preference. If circumstances are such that, during the terms of this contract, a committed small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer who must approve the new small business supplier before operations with the new firm commence.

(c) In order to be eligible for the evaluation preference, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with an evaluation preference:

(1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);

(2) Refinery point of contacts;

(3) Name(s) and address(es) of the filling point(s) (if different from the refinery(ies)); and

(4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(d) All other evaluation factors described in this solicitation will apply.

(DFSC 52.219-9F02)

I179 ALLOCATION (DFSC JUL 1995)

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

(1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;

(2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and

(3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

I179 CONT'D

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

- (1) Accept an updated pro rata reduction as outlined in (a) above;
- (2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or
- (3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

- (1) The law, regulation, or order, furnishing copies of the same;
- (2) The authority under which it is imposed; and
- (3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Fuel Supply Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled. (DFSC 52.249-9F01)

**I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION
(DFSC MAY 1978)**

The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water).

I186 CONT'D

In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments. (DFSC 52.223-9F05)

I186.01 OIL SPILLS - CONTRACTOR RESPONSIBILITY (DESC FEB 1998)

(a) This clause supplements paragraph (b) of the PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION clause.

(b) As part of the Contractor's responsibility for the containment, cleanup, and disposal of any oil it spilled, the Contractor, within 5 days of the spill, shall provide to the Contracting Officer, in writing, the suggested disposal method, proposed disposal location, qualifications of waste transporters and disposers, and final certificates of destruction or manifests. If additional information concerning these matters becomes available at a later time, the Contractor shall provide the Contracting Officer with a supplemental report.

I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DFSC MAR 1996)

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

I190.05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856. (FAR 52.223-5)

I209.09 EXTENSION PROVISIONS (PC&S) (DFSC OCT 1994)

(a) The DFSC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DFSC Contracting Officer fails to issue the notice within the 30 day time frame.

I209.09 CONT'D

(b) The foregoing extension may be exercised by the DFSC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DFSC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DFSC 52.217-9F08)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 MAY 1999 through 31 MAY 2001.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule. (FAR 52.216-18)

If this document contains DoD partial small business set-aside items in the Schedule, the evaluation preference described in the following clause is not applicable to the non-set-aside portion of those DoD items, or to the unreserved portion of items partially reserved for contracting with the SBA under the 8(a) program. (The evaluation preference never applies to any items paid for by Federal Civil Agencies.)

I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1998)

(a) **DEFINITIONS.** As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

I240.01 CONT'D

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) EVALUATION ADJUSTMENT.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
 - (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
 - (ii) For DoD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and
 - (v) For DoD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The factor shall be applied on a line item basis or to any group of items which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) WAIVER OF EVALUATION ADJUSTMENT. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) AGREEMENTS.

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--
 - (i) Services, except construction, at least 50 percent of the cost of personnel for contract personnel will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23/Alt I)

ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED
---ILLINOIS---		B26-08	57,300	166-13	55,600	D79-68	180,600
006-12	10,000	B26-67	24,300	171-12	25,000	---MINNESOTA---	
006-13	16,000	B26-68	52,100	171-13	38,600	311-12	265,900
006-24	35,000	B28-681	1,200,000	176-13	26,500	311-13	456,200
006-28	***	B28-682	903,000	181-13	25,000	311-24	78,100
006-46	62,500	B29-08	132,000	770-12	18,100	311-28	***
019-13	21,000	B29-67	176,400	770-13	20,000	805-12	40,200
021-13	35,000	B29-68	176,400	770-24	40,000	805-13	17,650
031-24	105,000	B30-08	70,000	770-28	***	805-24	39,600
031-28	***	B30-67	42,000	775-12	42,000	810-12	107,700
031-83	35,000	B30-68	42,000	775-24	37,500	810-13	70,000
031-86	35,000	B34-08	61,500	775-28	***	810-24	76,400
036-12	42,000	B34-67	112,000	C01-19	58,000	810-28	***
036-24	42,000	B34-68	130,000	C01-26	***	E09-24	118,100
036-28	***	B38-24	76,400	C16-24	50,000	E09-28	***
036-46	107,000	B38-28	***	C16-28	***	E11-24	28,125
036-54	542,000	B38-46	35,000	C41-46	31,250	E11-28	***
051-13	70,000	B38-67	42,400	---MICHIGAN---		E19-22	50,000
051-34	100,000	B46-24	88,000	231-12	348,000	E19-27	***
086-13	40,000	B46-28	***	231-24	42,000	E21-22	43,750
091-13	21,000	B55-08	42,000	231-28	***	E21-27	***
101-13	45,200	B55-67	67,800	261-12	38,200	E29-24	145,900
111-13	60,000	B55-68	156,300	780-12	31,250	E29-28	***
505-08	31,300	B61-08	208,400	780-13	83,400	E29-67	121,600
505-67	25,000	B61-46	208,400	785-12	52,100	E29-68	1,180,600
505-68	25,000	B61-70	62,500	785-24	31,250	E35-24	118,100
510-08	417,000	B70-70	35,500	785-28	***	E35-28	***
510-46	52,000	B72-24	50,000	790-131	28,000	E45-46	300,000
510-55	112,500	B72-28	***	790-132	225,000	E48-24	37,500
510-67	73,000	B88-07	260,400	790-19	208,400	E48-28	***
510-68	104,200	B88-67	260,400	790-26	***	E49-46	105,000
512-67	52,100	B88-68	260,400	790-46	104,200	E51-24	167,000
518-70	146,000	---IOWA---		D19-67	222,100	E51-28	***
750-131	76,400	121-13	23,100	D19-68	258,400	E51-67	225,000
750-132	195,000	131-12	23,000	D33-24	26,100	E51-68	368,100
750-24	222,300	131-13	32,300	D33-28	***	E61-68	55,600
750-28	***	136-13	24,000	D33-67	46,900	E68-24	38,000
760-13	33,400	141-13	28,000	D41-22	21,000	E68-28	***
765-13	56,000	144-13	40,300	D41-27	***	---WISCONSIN---	
765-24	53,000	146-12	25,000	D41-70	21,000	316-24	333,400
765-28	***	146-13	58,400	D45-28	28,000	316-28	***
765-46	28,000	151-13	24,600	D45-68	173,700	815-12	52,100
B22-24	50,000	161-12	88,900	D55-24	52,100	815-13	417,000
B22-28	***	161-13	211,250	D55-28	***	815-24	312,500
B25-08	527,500	166-12	27,100	D79-67	90,300	815-28	***

*** THIS ITEM IS AN ALTERNATE AS INDICATED IN THE DELIVERY NARRATIVE

11/16/1998

STATE LISTING OF SOLICITED ITEMS

SP0600-99-B-5000

<u>ITEM NUMBER</u>	<u>QUANTITY REQUIRED</u>
820-12	42,000
820-24	35,500
820-28	***
825-08	35,000
825-12	42,000
825-13	24,350
830-08	45,200
830-12	50,000
F26-24	165,000
F26-28	***
F26-68	122,000
F66-08	100,000

*** THIS ITEM IS AN ALTERNATE AS INDICATED IN THE DELIVERY NARRATIVE

BASE REFERENCE PRICES FOR 26 OCTOBER 1998

ITEM	CODE	LOCATION	STATE	GALLONS	BAS REF
B34	08	BEDFORD PARK	IL	88,500	0.5118
B34	67	BEDFORD PARK	IL	160,000	0.4922
B34	68	BEDFORD PARK	IL	186,000	0.4386
B88	07	CAROL STREAM	IL	375,000	0.5470
B88	67	CAROL STREAM	IL	375,000	0.4922
B88	68	CAROL STREAM	IL	375,000	0.4386
B22	24/28	CHAMPAIGN	IL	72,000	0.4191
B25	8	CHICAGO	IL	759,500	0.5118
B28	681	CHICAGO	IL	1,700,000	0.4386
B28	682	CHICAGO	IL	1,300,000	0.4386
B29	08	CHICAGO	IL	190,000	0.5118
B29	67	CHICAGO	IL	254,000	0.4922
B29	68	CHICAGO	IL	254,000	0.4386
B30	08	CHICAGO	IL	100,000	0.5118
B30	67	CHICAGO	IL	60,000	0.4922
B30	68	CHICAGO	IL	60,000	0.4386
86	13	CHICAGO	IL	56,000	0.4386
B26	08	CHICAGO	IL	82,500	0.5118
B26	67	CHICAGO	IL	35,000	0.4922
B26	68	CHICAGO	IL	75,000	0.4386
B38	24/28	DANVILLE	IL	110,000	0.4191
B38	46	DANVILLE	IL	50,000	0.4224
B38	67	DANVILLE	IL	61,000	0.4922
91	13	EAST ST. LOUIS	IL	30,000	0.4415
B46	24/28	EAST ST. LOUIS	IL	126,500	0.4320
B52	08	EVANSTON	IL	150,000	0.5118
B55	08	FOREST PARK	IL	60,000	0.5118
B55	67	FOREST PARK	IL	97,500	0.4922
B55	68	FOREST PARK	IL	225,000	0.4386
512	67	FT. SHERIDAN	IL	75,000	0.4922
B58	07	GLEN ELLYN	IL	102,450	0.5470
006	12	GRANITE CITY	IL	13,500	0.4938
006	13	GRANITE CITY	IL	23,000	0.4415
006	24/28	GRANITE CITY	IL	50,000	0.4320
006	46	GRANITE CITY	IL	90,000	0.4224
505	08	GREAT LAKES	IL	45,000	0.5118
505	67	GREAT LAKES	IL	36,000	0.4922
505	68	GREAT LAKES	IL	36,000	0.4386
518	70	GREAT LAKES	IL	210,000	0.4224
510	08	GREAT LAKES	IL	600,000	0.5118
510	46	GREAT LAKES	IL	73,500	0.4224
510	55	GREAT LAKES	IL	162,000	0.325067
510	67	GREAT LAKES	IL	105,000	0.4922
510	68	GREAT LAKES	IL	150,000	0.4386
B61	08	HINES	IL	300,000	0.5118
B61	46	HINES	IL	300,000	0.4224
B61	70	HINES	IL	90,000	0.4224

BASE REFERENCE PRICES FOR 26 OCTOBER 1998

19	13	MARION	IL	30,000	0.4606
B70	19/26	MARION	IL	45,000	0.4958
B70	24/28	MARION	IL	45,000	0.4550
B70	70	MARION	IL	51,000	0.4289
21	13	MARSEILLES	IL	50,000	0.4386
B79	08	NORTH CHICAGO	IL	150,000	0.5118
B79	67	NORTH CHICAGO	IL	30,000	0.4922
101	13	NORTH RIVERSIDE	IL	65,000	0.4386
B72	24/28	PEKIN	IL	72,000	0.4191
760	13	PEORIA	IL	48,000	0.4386
51	34	ROCK ISLAND	IL	100,000	0.4224
31	24/28	ROCK ISLAND	IL	150,000	0.4191
31	83	ROCK ISLAND	IL	50,000	0.4386
31	86	ROCK ISLAND	IL	50,000	0.4922
36	12	SAVANNA	IL	60,000	0.4922
36	24/28	SAVANNA	IL	60,000	0.4191
36	46	SAVANNA	IL	154,000	0.4224
36	54	SAVANNA	IL	780,000	0.323651
750	131	SCOTT AFB	IL	110,000	0.4415
750	132	SCOTT AFB	IL	280,000	0.4415
750	24/28	SCOTT AFB	IL	320,000	0.4320
111	13	SPRINGFIELD	IL	85,000	0.4386
765	13	SPRINGFIELD	IL	80,000	0.4386
765	24/28	SPRINGFIELD	IL	75,000	0.4191
765	46	SPRINGFIELD	IL	40,000	0.4224
C01	19/26	AMES	IA	83,250	
121	13	BOONE	IA	31,800	0.4654
131	12	CEDAR RAPIDS	IA	33,000	0.5287
131	13	CEDAR RAPIDS	IA	46,500	0.4654
136	13	CHARITON	IA	33,300	0.4654
141	13	COUNCIL BLUFFS	IA	40,000	0.4654
C16	24/28	COUNCIL BLUFFS	IA	72,000	0.4615
144	13	DAVENPORT	IA	58,000	0.4654
770	12	DES MOINES	IA	26,000	0.5287
770	13	DES MOINES	IA	28,000	0.4654
770	24/28	DES MOINES	IA	57,000	0.4615
146	12	FAIRFIELD	IA	36,000	0.5287
146	13	FAIRFIELD	IA	84,000	0.4654
151	13	FORT DODGE	IA	35,300	0.4654
C41	46	IOWA CITY	IA	45,000	0.4602
161	12	JOHNSTON	IA	128,000	0.5287
161	13	JOHNSTON	IA	304,200	0.4654
166	12	MASON CITY	IA	39,000	0.5287
166	13	MASON CITY	IA	80,000	0.4654
C51	24/28	MISSOURI VALLEY	IA	25,000	0.4615
C51	46	MISSOURI VALLEY	IA	36,000	0.4602
171	12	RED OAK	IA	36,000	0.5287
171	13	RED OAK	IA	55,500	0.4654
775	12	SERGEANT BLUFF	IA	60,000	0.5287

BASE REFERENCE PRICES FOR 26 OCTOBER 1998

775	24/28	SERGEANT BLUFF	IA	54,000	0.4615
176	13	SIOUX CITY	IA	38,100	0.4654
181	13	WATERLOO	IA	34,800	0.4654
780	12	ALPENA	MI	45,000	0.5088
780	13	ALPENA	MI	120,000	0.4542
D05	24/28	ANN ARBOR	MI	180,000	0.4531
785	12	BATTLE CREEK	MI	75,000	0.4922
785	24/28	BATTLE CREEK	MI	45,000	0.4191
D33	24/28	BATTLE CREEK	MI	37,500	0.4191
D33	67	BATTLE CREEK	MI	67,500	0.4922
D19	24/28	DETROIT	MI	375,000	0.4531
D19	67	DETROIT	MI	319,800	0.5088
D19	68	DETROIT	MO	372,900	0.4542
D41	22/27	DOLLAR BAY	MI	30,000	0.5388
D41	70	DOLLAR BAY	MI	30,000	0.4284
231	12	GRAYLING	MI	500,000	0.5088
231	24/28	GRAYLING	MI	60,000	0.4531
D45	28	HOUGHTON	MI	40,000	0.4415
D45	68	HOUGHTON	MI	250,000	0.4440
261	12	LANSING	MI	55,000	0.5088
D53	24/28	LIVONIA	MI	180,000	0.4531
D55	24/28	MILAN	MI	75,000	0.4531
D56	24/28	MONROE	MI	60,000	0.4531
790	131	SELFREDGE ANG BASE	MI	40,000	0.4542
790	132	SELFREDGE ANG BASE	MI	324,000	0.4542
790	19/26	SELFREDGE ANG BASE	MI	300,000	0.4867
790	46	SELFREDGE ANG BASE	MI	150,000	0.4578
D79	67	TROY	MI	130,000	0.5088
D79	68	TROY	MI	260,000	0.4542
D83	24/28	WESTLAND	MI	210,000	0.4531
E07	43	CASS LAKE	MN	45,000	0.5268
E09	24/28	DULUTH	MN	170,000	0.5361
805	12	DULUTH	MN	57,880	0.5268
805	13	DULUTH	MN	25,360	0.4777
805	24	DULUTH	MN	57,000	0.5361
E11	24/28	DULUTH	MN	40,500	0.5361
E19	22/27	INTERNATIONAL FALLS	MN	72,000	0.5423
E21	22/27	INTERNATIONAL FALLS	MN	63,000	0.6163
311	12	LITTLE FALLS	MN	382,850	0.5194
311	13	LITTLE FALLS	MN	656,800	0.4714
311	24/28	LITTLE FALLS	MN	112,460	0.5243
810	12	MINNEAPOLIS	MN	155,000	0.5194
810	13	MINNEAPOLIS	MN	100,000	0.4714
810	24/28	MINNEAPOLIS	MN	110,000	0.5243
E29	24/28	MINNEAPOLIS	MN	210,000	0.5243
E29	67	MINNEAPOLIS	MN	175,000	0.5194
E29	68	MINNEAPOLIS	MN	1,700,000	0.4714
E33	19/26	MINNEAPOLIS	MN	36,000	0.5431
E35	24/28	MINNEAPOLIS	MN	170,000	0.5243

BASE REFERENCE PRICES FOR 26 OCTOBER 1998

E45	46	RED LAKE	MN	430,000	0.4675
E48	24/28	ROCHESTER	MN	54,000	0.5243
E49	46	ST. CLOUD	MN	150,000	0.4557
E61	68	ST. PAUL	MN	80,000	0.4714
E51	24/28	ST. PAUL	MN	240,000	0.5243
E51	67	ST. PAUL	MN	324,000	0.5194
E51	68	ST. PAUL	MN	530,000	0.4714
E68	24/28	WASECA	MN	54,100	0.5243
815	12	CAMP DOUGLAS	WI	75,000	0.5051
815	13	CAMP DOUGLAS	WI	600,000	0.4603
815	24/28	CAMP DOUGLAS	WI	450,000	0.4522
316	24/28	FORT MCCOY	WI	480,000	0.4522
F12	24/28	GRAND MARSH	WI	65,000	0.4522
820	12	MADISON	WI	60,000	0.4922
820	24/28	MADISON	WI	51,000	0.4191
F26	24/28	MADISON	WI	237,000	0.4191
F26	68	MADISON	WI	175,500	0.4386
F66	08	MILWAUKEE	WI	100,000	0.5168
825	08	MILWAUKEE	WI	50,000	0.5168
825	12	MILWAUKEE	WI	60,000	0.4804
825	13	MILWAUKEE	WI	35,000	0.4440

**PRICE DATA SHEET
FOR THE PRICE EVALUATION ADJUSTMENT**

To be completed by SDBs only
and in accordance with Clause I174.01.

IMPORTANT: All small disadvantaged businesses that wish to be eligible for the evaluation preference on the unrestricted portion of this solicitation must provide the following information with the bid. Failure to do so may render the offer ineligible for the evaluation preference.

COMPANY NAME:		BASE REFERENCE DATE (SEE CLAUSE B19.19): 26 OCTOBER 1998
BIDDER CODE:	CAGE CODE:	AUTHORIZED SIGNATURE:

- Bid prices should exclude Federal excise and state motor fuels taxes. (See Clause I28.01, I28.02-2, and I28.03-2).
- Bid prices should include the amounts covered the Superfund Amendments and Reauthorization Act (SARA).
- Any general statement such as "bid price includes all taxes" will result in your bid being rejected as nonresponsive.
- Understand Clause B19.19 before preparing your bid. This clause describes how award prices fluctuate during the contract period.

******* PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. *******

ITEM NO.	BID PRICE (\$ PER GAL) (SEE CL L44)	DISCOUNT %: % PER ___ DAYS CL I4 & I5	NAME AND COMPLETE ADDRESS OF THE SMALL MANUFACTURER/REFINERY	POINT OF CONTACT AND PHONE NO.	NAME AND COMPLETE ADDRESS OF THE FILLING POINT (if different from refinery)

DFSC Form 2.16 (For Domestic IFBs)
May 91. Supersedes Mar 91 version.

FOR SMALL DISADVANTAGED BUSINESSES ONLY

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

OFFEROR:

IFB NO.: SP0600-99-B-5000

NOTE: If a plant or division wide Master Plan is being incorporated by reference, indicate by "X" and complete Parts I and IV only. ☐

Note: Continue on Separate Sheets if necessary.

Date of Plan _____
(Copy of Master Plan and evidence of approval by the Government Contract Administration Office required.)

PART I SUBCONTRACTING GOALS:

- A. Total Dollars Planned to be Subcontracted: \$ _____
- B. Total Dollars Planned to be Subcontracted to Small Business Concerns: \$ _____
- C. Total Dollars Planned to be Subcontracted to Small Disadvantaged Business Concerns: \$ _____
- D. Percentage of Total Subcontracting Dollars for the use of Small Businesses: _____ %
- E. Percentage of Total Subcontracting Dollars for the use of Small Disadvantaged Businesses: _____ %

F. Method Used to Develop These Goals:

G. Were indirect costs included in establishing these goals?

Yes ☐ No ☐

If Yes, describe the method used to determine proportionate share of indirect costs to be incurred with (1) small business concerns, and (2) small disadvantaged business concerns:

H. Principal Types of Supplies and Services to be Subcontracted:

(Indicate types planned for subcontracting to (i) small business and (ii) small disadvantaged business concerns.)

PART II - SUBCONTRACTING PROCEDURES:

A. Name of individual who will administer the offeror's subcontracting program: _____
Brief description of duties:

B. Methods Used to identify potential sources for solicitation purposes:
(indicate "X" those that apply)

_____ Existing Company source lists

OTHER: _____

_____ SBA Procurement Automated Source System (PASS)

_____ National Minority Purchasing Council Vendor Information Service

_____ Dept. of Commerce Minority Business Development Agency

_____ Small and Small Disadvantaged Business Trade Associations

C. Methods used to assure that small and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts:

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (CONTINUED)

PART III - SUBCONTRACTING PLAN MANAGEMENT:

Offeror certifies that the following procedures regarding management of this Subcontracting Plan are enacted:
(Indicate acknowledgment and compliance by annotating "X" in appropriate blocks.)

- A. Contractor will assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation for bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns. ☐
- B. Contractor will make reasonable effort to give all small business and small disadvantaged business concerns an opportunity to compete over a period of time, where lists of potential subcontractors are excessively long. ☐
- C. Contractor will provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions. ☐
- D. Contractor will counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms. ☐
- E. Contractor will provide notice to subcontractors concerning penalties for misrepresentation of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this Plan. ☐
- F. Contractor will ensure that the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (Latest Revision) contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000 will adopt a plan similar to this Plan. ☐
- G. Contractor will cooperate in any studies or surveys as may be required. ☐
- H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan. ☐
- I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms. ☐
- J. Contractor will ensure that subcontractors agree to submit Standard Forms 294 and 295. ☐
- K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan:
 - 1. Source lists, guides, and other data that identify small and small disadvantaged business concerns; ☐
 - 2. Organizations contacted in an attempt to locate sources that are small or small disadvantaged concerns; ☐
 - 3. For each subcontract solicitation resulting in an award of more than \$100,000 –
 - a. Indication whether small business concerns were solicited, and if not, why not; ☐
 - b. Indication whether small disadvantaged concerns were solicited, and if not, why not; ☐
 - c. If applicable, the reason award was not made to a small business concern; ☐
 - 4. Any outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small and small disadvantaged business sources. ☐
 - 5. Internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements. ☐
 - 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. ☐

PART IV OFFEROR'S SIGNATURE:

TYPED NAME
TITLE

DATE

REQUEST FOR ASSIGNMENT OF A COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE
(See Instructions on Reverse)

Form Approved
OMB No. 0704-0225
Expires Apr 30, 1995

Public reporting burden for this collection of information is estimated to average 7 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302; and to the Office of Management and Budget, Paperwork Reduction Project (0704-0225), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to address on reverse.

SECTION A - TO BE COMPLETED BY INITIATOR

1. REQUESTING GOVERNMENT AGENCY/ACTIVITY

a. NAME		b. ADDRESS (Street, City, State and Zip Code)	
2. TYPE CODE REQUESTED (X one)	3. EXCEPTION CODES		
a. TYPE A	a. CAO		
b. TYPE F	b. ADP		

2. INITIATOR

a. TYPED NAME (Last, First, Middle Initial)	b. OFFICE SYMBOL	c. SIGNATURE	d. TELEPHONE NO.
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SECTION B - TO BE COMPLETED BY FIRM TO BE CODED

1. FIRM

a. NAME (Include Branch of, Division of, etc.)	b. ADDRESS (Street, City, State and Zip Code)
c. CAGE CODE (If previously assigned)	

2. IF FIRM PREVIOUSLY OPERATED UNDER OTHER NAME(S) OR OTHER ADDRESS(ES) SPECIFY THE PREVIOUS NAME(S) AND/OR ADDRESS(ES) (Use separate sheet of paper, if necessary)

3. PARENT COMPANY AND AFFILIATED FIRMS (X one, and complete as applicable)

a. NONE
b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)
c. PREVIOUSLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)

4. PRIMARY BUSINESS CATEGORY (X one)	5. DISADVANTAGED SMALL BUSINESS STATUS (X one)	6. NUMBER OF EMPLOYEES
a. MANUFACTURER	a. APPROVED BY SMALL BUSINESS ADMINISTRATION (SBA) FOR SECTION 8(a) PROGRAM	7. WOMAN OWNED BUSINESS (X one)
b. DEALER/DISTRIBUTOR	b. OTHER DISADVANTAGED SMALL BUSINESS FIRM	a. YES
c. CONSTRUCTION FIRM	c. NOT DISADVANTAGED SMALL BUSINESS FIRM	b. NO
d. SERVICE COMPANY		8. STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE(S)
e. SALES OFFICE		a. PRIMARY
f. OTHER (Specify)		b. OTHER (Specify)

9. REMARKS

10. FIRM OFFICIAL

a. TYPED NAME (Last, First, Middle Initial)	b. DATE SIGNED (YYMMDD)	c. SIGNATURE	d. TELEPHONE NO.
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